

# GAMAGARA LOCAL MUNICIPALITY



**CONTRACT NUMBER: GM2023/69**

## **APPOINTMENT OF FOUR (4) ELECTRICAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE/ WORKS IN GAMAGARA AREA FOR A PERIOD OF THREE (3) YEARS**

**CIDB GRADING: 4EP/EB or higher**

ISSUED BY:	TECHNICAL ENQUIRIES	ADMINISTRATIVE ENQUIRIES
<b>GAMAGARA LOCAL MUNICIPALITY</b>  GAMAGARA LOCAL MUNICIPALITY Cnr Hendrik van Eck & Frikkie Meyer Roads Kathu 8446  Tel: (053) 723 6000	<b>DEPT OF PUBLIC WORKS &amp; BASIC SERVICES</b>  Civic Centre GAMAGARA LOCAL MUNICIPALITY Cnr Hendrik van Eck & Frikkie Meyer Roads Kathu 8446  Mr. Manuel Estavao Tel: (053) 723 6000 Email: estavaom@gamagara.gov.za	<b>SUPPLY CHAIN MANAGEMENT</b>  Civic Centre GAMAGARA LOCAL MUNICIPALITY Cnr Hendrik van Eck & Frikkie Meyer Roads Kathu 8446  Mrs Josephine Nampa Tel: 053 723 6000 Email: nampaj@gamagara.gov.za

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APPOINTMENT OF FOUR (4) ELECTRICAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE /  
WORKS IN GAMAGARA AREA

**SUMMARY FOR BID OPENING PURPOSES**

NAME OF BIDDING ENTITY: .....

.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER : .....

FAX NUMBER : .....

E-mail ADDRESS : .....

CONTRACT PRICE

**SECTION 1** : R .....  
(Amount brought forward from the Form of Offer and Acceptance)\*

Signed by authorised representative of the Bidding Entity: .....

DATE: .....

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

## **NOTICE TO BIDDERS INCLUDED IN ALL BID DOCUMENTS**

### **VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. Bidders must provide CSD registration number and a copy of the CSD Registration with tender.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
4. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
6. Non-attendance of mandatory/compulsory:
  - o Site inspections or;
  - o Information/Clarification meetings
7. The Bid has not been properly signed by a person having the authority to do so. **(Refer to Declaration)**
8. Particulars required in respect of the bid have not been completed, except if information required on Preferencing Schedule in respect of HDI Equity and Equity Ownership Forms, is not completed, the bid will not be disqualified but no preference points will be awarded.
9. **Very important notice** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.  
**The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's**
10. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
11. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
12. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – "Equity ownership") by a designated employer that it complies with the Employment Equity Act 55 of 1998.
13. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. (Copies of all relevant municipal accounts to be attached to this bid)
14. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.

15. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state, or;
  - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
  - (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
16. **The bidder will be rejected if they are not registered in the required CIDB contractor grading designation 4EP/EB or higher as required in the bid documentation**
17. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
18. Bid offers will be rejected if the bidder has abused the GAMAGARA LOCAL MUNICIPALITY's Supply Chain Management System and action was taken in terms of the GAMAGARA LOCAL MUNICIPALITY SCM Policy.
19. Form of offer not completed and signed by the authorised signatory.

**NOTE:**

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, GAMAGARA LOCAL MUNICIPALITY
2. BID, TENDER AND VARIATIONS THEREOFF
3. JOINT VENTURE / CONSORTIUM

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

## **GAMAGARA LOCAL MUNICIPALITY**

**CONTRACT NO: GM2023/69**

**FOR: APPOINTMENT OF FOUR (4) ELECTRICAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE / WORKS  
IN GAMAGARA AREA AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS**

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**GAMAGARA LOCAL MUNICIPALITY**

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**PART T1      BIDDING PROCEDURES**

T1.1      BID NOTICE AND INVITATION TO BID

T1.2      BID DATA

# GAMAGARA LOCAL MUNICIPALITY



**CONTRACT No. GM2023/69**

**FOR**

**APPOINTMENT OF FOUR (4) ELECTRICAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE / WORKS IN GAMAGARA AREA AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS**

## **TENDER NOTICE AND INVITATION TO TENDER**

Gamagara Local Municipality hereby invites tenders for the **APPOINTMENT OF FOUR (4) ELECTRICAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE / WORKS IN GAMAGARA AREA AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS**

It is estimated that prospective tenderers should have a CIDB contractor grading of **4EP/EB** or higher. Only tenderers who conform to the criteria stated in the Tender Data and Tender conditions are eligible to submit tenders

***Tender documents will be available on the Municipal website([www.gamagara.co.za](http://www.gamagara.co.za)) and the e-TENDER website ([www.etenders.gov.za](http://www.etenders.gov.za)). Tender enquiries can be directed to Mrs Josephine Nampa at 053 7232261 or e-mail: [nampaj@gamagara.gov.za](mailto:nampaj@gamagara.gov.za). No tender documents will be made available at the Municipality or during the compulsory clarification meeting.***

A compulsory clarification meeting with representatives from the Employer will take place at the Municipal Town Hall next to Gamagara Municipality offices in Kathu on **11 July 2023 starting at 10:00**. Only tenderers who attend the clarification meetings shall be eligible to submit tenders.

**This tender will be closed on 02 August 2023 at 10:00 and the opening of bids will be at the Municipal Town Hall in Kathu.** Completed tender documents, sealed in an envelope and clearly marked with **"GM2023/69: APPOINTMENT OF FOUR (4) ELECTRICAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE / WORKS IN GAMAGARA AREA AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS"** must be placed in the tender box in the foyer of Gamagara Local Municipality, corner Hendrick van Eck & Frikkie Meyer Road, Kathu, and **no** Tenders will be accepted after the closing time or per facsimile or per e-mail.

Gamagara Local Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or part of a tender. All tenders will remain valid for a period of 90 days after the time and date of opening. This tender will be evaluated according to the 80/20 point system, where the financial offer will account for 80 points and preferences for 20 points as per the municipal Preferential Procurement Policy.

Technical enquiries relating to this tender should be addressed to Mr Manuel Estavao at Tel: +27 53 723 6000. E-mail: [estavaom@gamagara.gov.za](mailto:estavaom@gamagara.gov.za)

Mr Lebogang Seetile  
**Municipal Manager**

## **T1.2 BID DATA**

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in the **Government Gazette No 31823** dated **30 January 2009**. A copy is attached hereto, immediately after page 14.

The under mentioned items of data and deviations will have precedence over the Standard Conditions of bid conditions in Annex F.

The **Standard Conditions of Bid** for Procurements make several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

<b>Clause number</b>	<b>Data</b>
F.1.1 ACTIONS	The Employer is: The Municipal Manager GAMAGARA LOCAL MUNICIPALITY Cnr Hendrik van Eck & Frikkie Meyer Roads Kathu 8446
F.1.2 TENDER DOCUMENTS	<p>The bid documents issued by the Employer comprise:</p> <p><b>THE BID</b></p> <p><b>Part T1 Bidding procedures</b>  Part T1.1 Bid notice and invitation to bid  Part T1.2 Bid data</p> <p><b>Part T2 Returnable documents</b>  Part T2.1 List of returnable documents  Part T2.2 Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1 Agreements and contract data</b>  C1.1 Form of offer and acceptance  C1.2 Contract data  C1.3 Form of Guarantee  C1.4 Agreement in terms of Occupational Health and Safety Act, 1993</p> <p><b>Part C2 Pricing Data</b>  C2.1 Pricing Instructions  C2.2 Bill of Quantity</p> <p><b>Part C3 Scope of Works</b>  C3.1 Scope of Works</p>



Clause number	Data
	<b>Part C4 Site Information</b> C4.1 Site Information
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's agent is: <b>N/A</b> Name: Address: Tel: E-mail:
F.2.1 ELIGIBILITY	<p>Only those bidders who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit bids.</p> <p>Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered as 4EP/EB class of construction work.</p> <p>Joint Ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> <li>(1) each member of the joint venture is registered with the CIDB,</li> <li>(2) the lead partner has a contractor grading designation in the 4EP/EB class of construction work; and</li> <li>(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4PE</b> class of construction work.</li> </ol>
F.2.7 CLARIFICATION MEETING	<p>The arrangements for a compulsory clarification meeting are:</p> <p>Location: <b>Cnr Hendrik van Eck &amp; Frikkie Meyer Roads, Kathu</b></p> <p>Date: <b>11 July 2023</b> Starting time: <b>10h00</b></p>
F.2.13.1 SUBMITTING A TENDER OFFER	Bidders may offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data.
F.2.13.3 SUBMITTING A TENDER OFFER	The whole bid document, <b>as issued by the GAMAGARA LOCAL MUNICIPALITY on the e-tender website</b> , shall be submitted. Bids may only be submitted on the Bid documentation issued on e-tender by the GAMAGARA LOCAL MUNICIPALITY.
F.2.13.5 SUBMITTING A TENDER OFFER	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Physical address:</p> <p>The Municipal Manager GAMAGARA LOCAL MUNICIPALITY</p>

Clause number	Data
	<p>Cnr Hendrik van Eck &amp; Frikkie Meyer Roads Kathu 8446</p> <p>Identification details: Contract Number: <b>GM2023/69</b>  <b>APPOINTMENT OF FOUR (4) ELECTRICAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE / WORKS IN GAMAGARA AREA AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS</b></p>
F.2.15 CLOSING TIME	<p>The closing time for submission of bid offers is: <b>02 August 2023 at 10:00</b></p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will <b>not</b> be accepted.</p>
F.2.16 TENDER OFFER VALIDITY	The bid offer validity period is <b>90 days</b>
F.2.18 PROVIDE OTHER MATERIAL	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access shall be provided for inspections, tests and analysis as may be required by the employer.
F.2.23 CERTIFICATES	<p>The bidder is required to <b>submit with his bid</b>.</p> <p><b>(1) Bidders must provide CSD code key (MAAA.....) and a copy of the CSD Registration with tender.</b></p> <p><b>(2) Copies of all relative municipal accounts of the bidder and directors(or in the case of a joint venture, of all the partners in the joint venture) must be submitted with the bid document.</b></p>
F.3.4 OPENING OF BID SUBMISSIONS	<p>The time and location for opening of the bid offers are:</p> <p>Immediately after the closing time for submission of bid.</p> <p>Location: GAMAGARA LOCAL MUNICIPALITY Cnr Hendrik van Eck &amp; Frikkie Meyer Roads Kathu 8446</p>
F.3.5 TWO-ENVELOPE SYSTEM	A two-envelope procedure will <b>not</b> be followed.
F.3.9 3.9.1	Replace the contents of the clause with the following:

Clause number	Data
ARITMETICAL ERRORS	<p>"Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u></p> <p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above."</p>
F.3.11 EVALUATION OF BID OFFERS	<p>The preference procedure for evaluation of responsive bid offers shall be the <b>80/20</b> point preference system, in full compliance with Form 2.3.3. Technical and general criteria will be evaluated in terms of paragraph 2.3.3.10</p> <p><i>Add the following:</i></p> <p>The procedure for the evaluation of responsive Bids is <b>Method 2: Financial Offer and Preference</b> in accordance with F.3.11.3</p>
F.3.13.1 ACCEPTANCE OF BID OFFER	<p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed <b><u>Notice to bidders (very important notice on disqualification)</u></b>, shall not be considered and shall automatically be disqualified.</p>
F.3.18 PROVIDE COPIES OF THE CONTRACTS	<p>The number of paper copies of the signed contract to be provided by the Employer is <b>one</b>.</p>
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> <li>1 The Employer/Engineer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> <li>2 The Employer reserves the right to appoint a different Contractor for each Section as listed in the Schedule of Quantities. The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for the Sections for which they intend to bid for.</li> </ol>

Clause number	Data
	<p>3 The Employer will appoint more than one Contractor on this project, subject to the specific conditions agreed to in the Form of Acceptance. The offered amounts / prices will be negotiated and averaged for the appointed bidder</p> <p>4 The bid document shall be submitted as a whole and shall <b>not</b> be taken apart.</p> <p>5 <b>List of returnable documents (PART T2) must be completed in full.</b> (A bidder's company profile <b>will not</b> be used by the GAMAGARA LOCAL MUNICIPALITY to complete PART T2 on behalf of the bidder)</p> <p><b>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</b></p>

**ANNEX F**  
(normative)

**Standard Conditions of Tender**

These Standard Conditions of tender that follow below are identical to that contained In Annex F of the CIDB Revised Standard for Uniformity in Construction Procurement, published in terms of the Construction Industry Development Board Act, 2000 (Act No 38 of 2000) published in the Government gazette No 31823 of 30 January 2009 which can be obtained from the CIDB web page ([cidb.org.za](http://cidb.org.za)).

**F.1 General**

**F.1.1 Actions**

**F.1.1.1** The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently comply with all legal obligations and not engage in anticompetitive practises.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decision where conflict exists or recuse themselves from the procurement process, as appropriate. The Municipality may conduct reference checks and do vetting on all prospective bidders.

**Note:**(1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

(2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decision taken.

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### F.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personnel interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personnel or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

### F.1.4 Communication and Employer's agent

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The Employer shall not take any

responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's agent are stated in the tender data.

### **F.1.5 The Employer's right to accept or reject any tender offer**

**F.1.5.1** The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

### **F.1.6 Procurement procedures**

#### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

#### **F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

### **F.1.6.3 Proposal procedure using the two stage-system**

#### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **F.2.2 Cost of tendering**



Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

#### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

#### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

#### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the tender data.

#### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

#### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### **F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

#### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14 Information and data to be completed in all respects**  
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

## **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

## **F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

## **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

## **F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not

provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

### **F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data

### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **F.3 The employer's undertakings**

### **F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying

requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, wither as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion, for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.5 Two-envelope system**

**F.3.5.1** A two-envelope system will **not** be followed.

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place

when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

#### **F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

#### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

#### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9     Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check responsive tender offers for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - iii) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - iv) the summation of the prices.

**F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If the bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **F.3.10   Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11   Evaluation of tender offers**

#### **F.3.11.1 General**



Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation *method no 2* below.

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### **F.3.11.3 Method 2: Financial offer and preference**

In the case of a financial offer and preference:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### **F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### **F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preferences claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### **F.3.11.6 Decimal Places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### **F.3.11.7 Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.

$W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  is a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1*	Option 2*
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
* $P_m$ is the comparative offer of the most favourable tender offer. $P$ is the comparative offer of tender offer under consideration.			

### **F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### **F.3.11.9 Scoring quality**

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where:  $S_O$  is the score for quality allocated to the submission under consideration;  
 $M_S$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the number of tender evaluation points awarded for quality offered as stated in the tender data.

### **F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **F.3.13 Acceptance of tender offer**

Accept tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.15 Issue final contract**

Prepare and issue the final draft of contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).

#### **F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

#### **F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

#### **F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to

be divulged, which is considered to prejudge the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

## GAMAGARA LOCAL MUNICIPALITY

CONTRACT NO: **GM2023/69**

**APPOINTMENT OF FOUR (4) ELECTRICAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE / WORKS IN GAMAGARA AREA AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS**

### **PART T2**                      **LIST OF RETURNABLE DOCUMENTS**

*The bidder must complete the following returnable documents.*

- T2.1      RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES
- T2.2      OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES
- T2.3      RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

#### **NOTE:**

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

## **T2.1      RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**

### **CONTENTS**

FORM 2.1.1: SCHEDULE OF CONSTRUCTION PLANT

FORM 2.1.2: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.3: STAFFING PROFILE

FORM 2.1.4: PROPOSED KEY PERSONNEL

FORM 2.1.5: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.6: FINANCIAL ABILITY TO EXECUTE THE PROJECT

FORM 2.1.7: AUTHORITY FOR SIGNATORY

FORM 2.1.8: SCHEDULE OF PROPOSED SUB CONTRACTORS

FORM 2.1.9: FINANCIAL REFERENCES (not required if CIDB grading applies)

FORM 2.1.10 DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.11 AMENDMENTS & QUALIFICATIONS BY BIDDER

FORM 2.1.12 LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF  
BIDDER RESULTING IN DEVIATIONS FROM SPECIFIED WORK ....



**FORM 2.1.1    SCHEDULE OF CONSTRUCTION PLANT**

The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER

**FORM 2.1.2      SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

What was your turnover in the previous financial year?      R\_\_\_\_\_

What is the estimated turnover for your current financial year?      R\_\_\_\_\_

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m <sup>2</sup> )

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?

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**FORM 2.1.3          STAFFING PROFILE**

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

<b>Own staff: gender and race</b>	<b>Number of staff</b>
<b>Staff to be employed for the project:</b>	<b>Number of staff</b>

**FORM 2.1.4****PROPOSED KEY PERSONNEL**

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

<b>DESIGNATION</b>	NAME OF	NATIONALITY:	SUMMARY OF		<b>HDI Status Yes/No</b>	<b>NQF LEVEL Certification</b>
	<b>(i) NOMINEE (ii) ALTERNATE</b>		<b>QUALIFICAT-IONS</b>	<b>EXPERIENCE AND PRESENT OCCUPATION</b>		
<u>HEADQUARTERS</u> Partner/director						
Project manager						

Other key staff (give designation)						
<u>CONSTRUCTION</u> <u>MONITORING</u> Site Agent     Engineer on Site						
Construction supervisor (give designation)						
Other key staff (give designation)						


**FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER**

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

**No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two (2) names and telephone numbers and e-mail address per reference.**

<b>EMPLOYER</b> (Name, tel no and fax no)	<b>CONSULTING ENGINEER</b> (Name, tel no and fax no)	<b>NATURE OF WORK CARRIED OUT PREVIOUSLY</b>	<b>VALUE OF WORK</b>	<b>YEAR OF COMPLETION</b>

## **FORM 2.1.6      AUTHORITY FOR SIGNATORY**

All signatories, **excluding sole proprietors**, shall confirm their authority by **attaching to the last page of this bid** a duly signed and **dated original or certified copy** of the relevant resolution of their meeting of members or their board of directors, as the case may be, or by completing one of the following:

### **1: COMPANIES / CLOSE CORPORATIONS**

#### **EXAMPLE SHOWN BELOW**

"By resolution of the board of directors or meeting of members passed on 15 January 2006

Mr A. APPLE has been duly authorised to sign all documents in connection with the Bid for

Contract number GM 2013/42 and any Contract, which may arise there from on behalf of the Bidding

Entity, namely, "ABCD (PTY) LTD"

SIGNED ON BEHALF OF THE BIDDING ENTITY:      NAME: B.J. JONES

SIGNATURE: \_\_\_\_\_

IN HIS/HERS CAPACITY AS:      DIRECTOR / MEMBER

DATE:      15 January 2006

AUTHORISED PERSON'S SPECIMEN SIGNATURE: SIGNATURE OF A. APPLE

AUTHORISED PERSON'S SPECIMEN INITIAL      INITIAL OF A. APPLE

\*AND/OR \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

\*AND/OR \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

\* DELETE WHICH IS NOT APPLICABLE

AS WITNESS:      1. B. XABA

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**PLEASE TURN OVER FOR FORM TO BE COMPLETED**

**AUTHORITY FOR SIGNATORY**



**1: COMPANIES / CLOSE CORPORATIONS**

**FORM TO BE COMPLETED**

"By resolution of the board of directors or meeting of members passed on \_\_\_\_\_,

(Mr/Me.).\_\_\_\_\_ has been duly authorised to sign all documents in connection

with the Bid for GM 2013/42 and any Contract, which may arise there from

on behalf of the Bidding Entity, namely, \_\_\_\_\_

SIGNED ON BEHALF OF THE BIDDING ENTITY:      **NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

IN HIS/HERS CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORISED PERSON'S SPECIMEN SIGNATURE: \_\_\_\_\_

AUTHORISED PERSON'S SPECIMEN INITIAL \_\_\_\_\_

**\*AND/OR** \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

**\*AND/OR** \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

**\*AND/OR** \_\_\_\_\_

**\*AND/OR** \_\_\_\_\_

**\* DELETE WHICH IS NOT APPLICABLE**

AS WITNESS:      **1.** \_\_\_\_\_

**AUTHORITY FOR SIGNATORY**

**2: JOINT VENTURE / CONSORTIUM / PARTNESHIP:****EXAMPLE SHOWN BELOW**

We, the undersigned are submitting this bid and hereby authorize Mr. B. BROOK,

to sign all documents in connection with the bid for Contract number GM 2013/42 and any contract resulting from it on our behalf.

NAME OF FIRMS	ADDRESS, TEL. NO., FAX. NO.	DULY AUTHORIZED SIGNATORY
Name of Firm no1	P.O. Box 111 Springs 1560	Signature:..... Name:..... Designation:.....
Name of Firm no 2	Address of 2 <sup>nd</sup> Firm	Signature:..... . Name:..... . Designation:.....
Name of Firm no 3	Address of 3 <sup>rd</sup> Firm	Signature:..... Name:..... . Designation:.....
Name of Firm no 4	Address of 4 <sup>TH</sup> Firm	Signature:..... Name:..... Designation:.....
Name of Firm no 5	Address of 5 <sup>TH</sup> Firm	Signature:..... Name:..... Designation:.....

**SPECIMEN SIGNATURES AND INITIALS OF PERSON AUTHORIZED TO SIGN ALL DOCUMENTATION**

1. \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

2. \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

DATE: \_\_\_\_\_

AS WITNESS: 1. \_\_\_\_\_

\_\_\_\_\_  
**PLEASE TURN OVER FOR FORM TO BE COMPLETED  
AUTHORITY FOR SIGNATORY**

**2: JOINT VENTURE / CONSORTIUM / PARTNERSHIP**

**FORM TO BE COMPLETED**

We, the undersigned are submitting this bid and hereby authorize 1) \_\_\_\_\_,

2) \_\_\_\_\_, 3) \_\_\_\_\_

to sign all documents in connection with the bid for GM 2013/43 and any contract resulting from it on our behalf.

NAME OF FIRMS	ADDRESS, TEL. NO., FAX. NO.	DULY AUTHORIZED SIGNATORY
	ADDRESS _____ _____ _____ TEL. NO. _____ FAX. NO. _____	Signature:..... Name:..... Designation:.....
	ADDRESS _____ _____ _____ TEL. NO. _____ FAX. NO. _____	Signature:..... Name:..... Designation:.....
	ADDRESS _____ _____ _____ TEL. NO. _____ FAX. NO. _____	Signature:..... Name:..... Designation:.....
	ADDRESS _____ _____ _____ TEL. NO. _____ FAX. NO. _____	Signature:..... Name:..... Designation:.....
	ADDRESS _____ _____ _____ TEL. NO. _____ FAX. NO. _____	Signature:..... Name:..... Designation:.....

**SPECIMEN SIGNATURES AND INITIALS OF PERSON AUTHORIZED TO SIGN ALL DOCUMENTATION**

1. \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

2. \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

DATE: \_\_\_\_\_

AS WITNESS: 1. \_\_\_\_\_

**JOINT VENTURE INFORMATION**  
(Complete only if applicable)

The parties hereto form a Joint Venture for the purpose of jointly bidding and obtaining the award of contract for "The supply, construction and installation of pipes by horizontal directional drilling and slip lining in Brackenhurst" (hereinafter called the "Project") and of jointly performing such contract under joint and several responsibility .

The share of the partners in the Joint Venture shall be :

Full Name and address of Lead enterprise

..... %  
.....

Full Name and address of 2<sup>nd</sup> enterprise

..... %  
.....

Full Name and address of 3<sup>rd</sup> enterprise

..... %  
.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

Payments will be made to an account that is in the name of the Joint Venture. Proof of this account must be attached to the bid document.

The Lead Partners shall supply a method statement on the processes that will be involved during the contract to train the junior partner

The Lead Partner shall always be present in the contract in a managing and mentoring role

The parties hereto shall make available to the Joint Venture the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partners shall supply, in its name, Professional Liability Insurance for the amount and period as stated in the Contract Data.

The Joint Venture may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the GAMAGARA LOCAL MUNICIPALITY or any other party for the Project, either alone or in collaboration with a third party.

**Authorised Signature Lead Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 2<sup>nd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 3<sup>rd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

**(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)**

**FORM 2.1.7                      SCHEDULE OF PROPOSED SUBCONTRACTORS**

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	a % of contract	Name of sub-contractor	b % HDI ownership	Female ownership Yes / No	$c = a \times b / 100$ Total contribution to HDI ownership
Total % of contract sub-contracted		Total contribution of HDI ownership			

**FORM 2.1.8      DETAILS OF ALTERNATIVE BIDS SUBMITTED**

See condition of bid.

DESCRIPTION

**FORM 2.1.9                    AMENDMENTS AND QUALIFICATIONS BY BIDDER**

See condition of bid

PAGE	DESCRIPTION

**FORM 2.1.10            LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER  
                                 RESULTING IN DEVIATIONS FROM SPECIFIED WORK**



ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK

#### **Compliance with Employment Equity Act 55 of 1998**

Attach a valid certificate from the Department of Labour, or a declaration (refer to "Form 2.3.5 – Specific goals") by the **designated employer**, that the employer complies with the relevant chapters of the Employment Equity Act.

#### **Definitions in terms of the last mentioned Act.**

**"designated employer"** means-

- a) an employer who employs 50 or more employees;
- b) an employer who employs fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act."

#### **"Schedule 4"**

#### **TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS**

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 5,00 m
Mining and Quarrying	R 39,00 m
Manufacturing	R 51,00 m
Electricity, Gas and Water	R 51,00 m
Construction	R 26,00 m
Retail and Motor Trade and Repair Services	R 39,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 64,00 m
Catering, Accommodation and other Trade	R 13,00 m
Transport, Storage and Communications	R 26,00 m
Finance and Business Services	R 26,00 m
Community, Social and Personal Services	R 13,00 m

#### **GAMAGARA LOCAL MUNICIPALITY**

CONTRACT NO: **GM2023/69**

**APPOINTMENT OF FOUR (4) ELECTRICAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE / WORKS IN  
GAMAGARA AREA AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS**

**T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

**CONTENTS**

FORM 2.2.1	CERTIFICATE OF BIDDER'S ATTENDANCE AT THE SITE/ CLARIFICATION MEETING
FORM 2.2.2	VALID TAX COMPLIANCE PIN
FORM 2.2.3	DECLARATION
FORM 2.2.4	DECLARATION OF INTEREST
FORM 2.2.5	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
FORM 2.2.6	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICEEC MBD 8
FORM 2.2.7	CERTIFICATE OF INDEPENDENT BID DETERMINATION MBD 9
FORM 2.2.8	CERTIFIED BBBEE CERTIFICATE
FORM 2.2.9	CSD REGISTRATION CERTIFICATE

## **COMPULSORY SITE INSPECTIONS / INFORMATION / CLARIFICATION MEETINGS**

Where Compulsory Site Inspections and Compulsory Information, Briefing or Clarification Meetings are to be held, it shall be subject to the following conditions:

### **1. Necessity for Compulsory Site Inspection and Compulsory Information / Briefing / Clarification Meetings**

Compulsory Inspections / Meetings must only be held where the nature of the contract is such that it requires either an inspection of a site or a briefing session. The Bid Specification Committee should indicate to the Bid Office that such a compulsory inspection or briefing is regarded as a necessity.

### **2. Attendance Register**

An attendance register of potential bidders and the firms they represent shall be kept and signed by attendees. A copy of such Attendance Register shall immediately after the inspection/briefing be sent to the Bid Office.

### **3. Confirmation Notes of Inspection/Briefing Sessions**

Confirmation Notes of the Compulsory Inspection or Briefing Session shall be held by or on behalf of the contact person of the Department for whom the Bid is being advertised. A copy of the notes shall be sent to each firm that was represented at the inspection/meeting as soon as possible after the inspection or meeting and before the closing date of the bid. A copy of the notes shall also be sent to the Bid Office. The relevant Department will ensure that the notes are submitted to the Bid Evaluation Committee and to the Bid Adjudication Committee.

### **4. Bid Documents**

The bid documentation shall clearly state that where the inspection of a site or the attendance of a briefing session is compulsory, non-attendance thereof will lead to the disqualification of the bidder in question. The bid documentation shall further clearly state that if bid documents are obtained **after** the compulsory briefing session or site inspection, it will only be made available to firms that were represented at the meeting. The mere fact that a firm that was not represented at a compulsory site inspection/meeting, but nevertheless submitted to the municipality a set of bidding documents, should not be construed as creating any expectations that a bid will be considered by the Municipality.

**FORM 2.2.1 CERTIFICATE OF BIDDER'S ATTENDANCE AT THE COMPULSORY SITE/CLARIFICATION MEETING**

This is to certify that I, **(NAME IN PRINT)** .....

representative of (Bidder) .....

.....

of (address) .....

.....

.....

Telephone number .....

Fax number .....

visited and inspected the Site / Attended Clarification Meeting on (date) .....

in the company of (Engineer/Engineer's Representative) .....

SIGNATURE OF BIDDER'S REPRESENTATIVE: .....

## **FORM 2.2.2 VALID TAX COMPLIANCE PINT**

A **VALID TAX COMPLIANCE PIN**, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract, by the Bid Evaluation Committee.

### **FORM 2.2.3 DECLARATION:**

I/We, the undersigned:

- (a) bid to supply and deliver to the GAMAGARA LOCAL MUNICIPALITY [hereafter "GAMAGARA LOCAL MUNICIPALITY"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;
- (d) confirm that this bid may only be accepted by the GAMAGARA LOCAL MUNICIPALITY by way of a duly authorised Letter of Acceptance;
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the GAMAGARA LOCAL MUNICIPALITY and the undersigned;
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;
- (h) acknowledge that the information furnished is true and correct;
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the GAMAGARA LOCAL MUNICIPALITY that the claims are correct. If the claims are found to be inflated, the GAMAGARA LOCAL MUNICIPALITY may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the GAMAGARA LOCAL MUNICIPALITY as a result of the award of the contract and/or cancel the contract and claim any damages which the GAMAGARA LOCAL MUNICIPALITY may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) the signatory to the bid document is duly authorised; and
- (m) documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the GAMAGARA LOCAL MUNICIPALITY.

Signed at.....this.....day of..... 20.....

**Name of Authorised Person:** -----

**Authorised Signature:**\_\_\_\_\_

**Name of Bidding Entity:**\_\_\_\_\_

**Date:** \_\_\_\_\_

**As witness:**      1. \_\_\_\_\_

**4. DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1. Full Name of bidder or his or her representative:.....
  - 3.2. Identity Number: .....
  - 3.3. Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....  
.....
  - 3.4. Company Registration Number: .....
  - 3.5. Tax Reference Number:.....
  - 3.6. VAT Registration Number: .....
  - 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8. Are you presently in the service of the state? **YES / NO**
    - 3.8.1. If yes, furnish particulars. ....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.



<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9. Have you been in the service of the state for the past twelve months? .....**YES / NO**

3.9.1. If yes, furnish particulars.

**Section 3.9.1: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province |   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

3.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1. If yes, furnish particulars.  
.....  
.....

3.11. Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1. If yes, furnish particulars  
.....  
.....

3.12. Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1. If yes, furnish particulars.  
.....  
.....

3.13. Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1.If yes, furnish particulars.

**Section 3.13.1: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1. If yes, furnish particulars:

.....

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**FORM 2.2.5 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

---

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

- a) The bid conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.

- b) Bids for *income-generating contracts* points will be allocated in terms of the following goals:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

- c) Bids for *acquisition of goods and/or services*, a maximum of 20 or 10 points must be allocated for specific goals. The specific goals are as follows:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

- d) For B-BBEE points the below table shall apply:

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	10	05
2	09	4.5
3	07	3.5
4	06	03
5	04	02
6	03	1.5
7	02	01
8	01	0.5
Non-compliant contributor	00	0.0

- e) Bidder must submit proof of B-BBEE status level contributor certificate.  
f) B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.  
g) B-BBEE status level contributor certificate must be original or certified.

- h) Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the original B-BBEE sworn affidavit.
- i) Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.
- j) Locality points shall be allocated as follows:

Locality	Number of Points for Locality 80/20	Number of Points for Locality 90/10
Within boundaries of Gamagara Local Municipality	10	05
Outside boundaries Gamagara Local Municipality, but within the boundaries of Northern Cape Province	05	2.5
Outside boundaries of the Northern Cape	0.00	0.00

- a. When the municipality invites and evaluates bids based on locality as a set preference goal, it must be stated as such on the invitation.
- b. Locality shall be deemed as all bidders operating and stationed within the boundaries of Gamagara Local Municipality
- c. Expanded term for locality shall be deemed for bidders operating and stationed outside of John Taolo Gaetsewe District but with the Northern Cape Province.
- d. Bidders shall provide proof of locality by submitting one or more of the following:
  - i. Municipal Account in the bidder's name.
  - ii. Proof of residence in the bidder's name.
  - iii. Bank statement with the bidder's address.
  - iv. Lease agreement indicating a local address, where the lessee is the bidder.
- e. The bidder must submit proof of locality to claim points for locality.
- f. Bidder failing to provide the proof of locality, shall claim zero points for locality.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
LOCALITY	10
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS



A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest

acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,  
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
LOCALITY		10		
B-BBEE STATUS LEVEL OF CONTRIBUTOR		10		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited

- ☐ Non-Profit Company  
☐ State Owned Company  
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**FORM 2.2.6 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**  
**MBD 8**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	<b>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<b>Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

#### CERTIFICATION

I, \_\_\_\_\_ THE \_\_\_\_\_ UNDERSIGNED \_\_\_\_\_ (FULL \_\_\_\_\_ NAME)  
 \_\_\_\_\_ CERTIFY THAT THE  
 INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.  
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE  
 TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **FORM 2.2.7 CERTIFICATE OF INDEPENDENT BID DETERMINATION MBD 9**

This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **FORM 2.2.8 BBBEE CERTIFICATE**

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract, by the Bid Evaluation Committee.

**FORM 2.2.9 CSD REGISTRATION CERTIFICATE**

## **GAMAGARA LOCAL MUNICIPALITY**

**CONTRACT NO: GM2023/69**

**APPOINTMENT OF FOUR (4) ANNUAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE / WORKS IN  
GAMAGARA AREA FOR A PERIOD OF THREE (3) YEARS.**

### **T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT**

#### **CONTENTS**

- FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION  
REGULATIONS, 2014
- FORM 2.3.2 RECORD OF ADDENDA TO BID DOCUMENTS
- FORM 2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT
- FORM 2.3.4 GENERAL INFORMATION
- FORM 2.3.5 SPECIFIC GOALS
- FORM 2.3.6 SOCIAL RESPONSIBILITY

## **FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014**

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her bid for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- 1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

<b>YES</b>	
<b>NO</b>	

- 2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify: ..... ..... ..... ..... ..... .....	

- 3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

- 4 Provide details of proposed training (if any) that will be undergone:

.....

.....

.....  
.....

5 Potential key risks identified and measures for addressing risks:

.....  
.....  
.....  
.....

6 I have fully included in my bidden rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS BID:

1 ..... ID NO: .....  
2 ..... ID NO: .....

### **FORM 2.3.2 RECORD OF ADDENDA TO BID DOCUMENTS**

We confirm that the following communications received from the Procuring Department before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

	<b>Date</b>	<b>Title or Details</b>
1		Confirmatory notes of compulsory site/clarification meeting
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....  
.....

Signature of Authorized person:

Date:

Name: ..... Position: .....

### **FORM 2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT**

- 2.3.3.1 PREAMBLE
- 2.3.3.2 DEFINITIONS
- 2.3.3.3 LEGISLATIVE BASE
- 2.3.3.4 SCOPE
- 2.3.3.5 PURPOSE
- 2.3.3.6 OBJECTIVES
- 2.3.3.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS  
INTERACTION WITH BIDDERS
- 2.3.3.8 ADJUDICATION OF BIDS
- 2.3.3.9 ADJUDICATION USING A POINT SYSTEM
- 2.3.3.10 IMPLEMENTATION FRAMEWORK
- 2.3.3.11 COMPLAINTS/DISQUALIFICATIONS
- 2.3.3.12 DISQUALIFICATIONS
- 2.3.3.13 ADDENDUM: DEFINITION OF A SMALL BUSINESS, SPECIFICALLY AN SMME



## GAMAGARA LOCAL MUNICIPALITY

### Preferencing Schedule (Contract Participation Goals)

#### 2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

THE FOLLOWING IS AN EXTRACT FROM THE SUPPLY CHAIN MANAGEMENT POLICY AND STRATEGY TERMS OF THE PREFERENCE DOCUMENT

##### 2.3.3.1 PREAMBLE

The GAMAGARA LOCAL MUNICIPALITY aims to improve the quality of life of all citizens and to free the potential of each person. Within a framework of facilitating service delivery, through efficient and effective governance, the Municipality wishes to take into account the need for transparent and effective procurement procedures that give effect to the principle of preferential procurement.

##### 2.3.3.2 DEFINITIONS

In this policy, unless the context otherwise indicates:

2.3.3.2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid document, including conditions as specified in the Procurement Policy and Strategy Terms of Reference Act (Act 5 of 2000) and related legislation.

2.3.3.2.2 **“Chairperson”** means the chairperson of the Bid Committee.

2.3.3.2.3 **“City Manager”** means the City Manager of the Municipality.

2.3.3.2.4 **“Committee”** refers to the Bid Committee.

2.3.3.2.5 **“Contractor”** refers to bidders who have been successful in being awarded Municipality contracts.

2.3.3.2.6 **“Municipality”** refers to the GAMAGARA LOCAL MUNICIPALITY.

2.3.3.2.7 **“Equity ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.

2.3.3.2.8 **“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of an HDI.

2.3.3.2.9 **“Member”** means a member of the Bid Committee.

2.3.3.2.10 **“Historically disadvantaged individuals (HDIs)”** means all South African citizens –

- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and / or

- (ii) Who is a female; and / or
- (iii) Who has a disability:

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI. “

2.3.3.2.11 “**SMMEs**” (Small, Medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Please note the attached addendum for a definition of SMMEs for different economic sectors (Clause 2.3.3.14).

2.3.3.2.12 “**Bid Advice Centre**” refers to a centre established and operated by Municipality, which provides information and assistance to SMMEs in general, and bidders bidding for Municipality goods and services.

2.3.3.2.13 “**Contract**” refers to a legally binding agreement between the Municipality and the Contractor.

### **2.3.3.3 LEGISLATIVE BASE**

This policy is governed by the following legislation and informed by the following policy frameworks:

- Constitution of South Africa (Act 108 of 1996)
- Local Governmental Structures Act (Act 117 of 1998)
- Local Government Systems Act (Act 32 of 2000)
- Local Government Transition Act (Act 209 of 1993), if applicable.
- Preferential Procurement Policy Framework Act (Act 5 of 2000)
- Rationalisation of Local Government Affairs Act (Act 10 of 1998)
- Green Paper on Public Sector Procurement Reform in South Africa
- Ten Point Plan for Public Sector Procurement Reform in South Africa.
- Broad Based Black Economic Empowerment Act (Act No. 53 of 2003)
- Municipal Finance Management Act (Act No. 56 of 2003).

### **2.3.3.4 SCOPE**

This policy applies to all contracts awarded by the Municipality.

### **2.3.3.5 PURPOSE**

The purpose of the policy is to provide a framework within which effect can be given to the principle of preferential procurement, while ensuring that transparent, efficient and effective procurement practices are adhered to.

### **2.3.3.6 OBJECTIVES**

The objectives of the Municipality's procurement policy are to:

- 2.3.3.6.1 Provide clarity on the Municipality's approach to procurement, particularly with regards to the requirements of preferential procurement.
- 2.3.3.6.2 Provide access to contracts for historically disadvantaged individuals.
- 2.3.3.6.3 Promote SMME participation.
- 2.3.3.6.4. Promote capacity development and skills transfer.
- 2.3.3.6.5 Promote community empowerment and development.
- 2.3.3.6.6 Promote job creation.
- 2.3.3.6.7 Create an enabling contractual environment.

### **2.3.3.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH BIDDERS**

In dealing with bidders bidding for Municipality work, the Municipality will adhere to the principles of:

#### **2.3.3.7.1 Efficiency**

- 2.3.3.7.1.1 The Municipality undertakes to administer the procurement process in the most efficient manner possible, avoiding time delays and duplication of activities.
- 2.3.3.7.1.2 Where such delays are unavoidable, the Municipality undertakes to inform all bidders of the nature of the delay and the revised time frames.

#### **2.3.3.7.2 Courtesy**

All staff members of the Municipality will deal with bidders in a courteous and respectful manner.

#### **2.3.3.7.3 Transparency**

- 2.3.3.7.3.1 All bidders will be open to the scrutiny of the public and interested parties.
- 2.3.3.7.3.2 The Municipality will take all reasonable steps to ensure that its processes are clearly defined and understandable to all interested parties.

#### **2.3.3.7.4 Access to Information**

The Municipality will take reasonable steps to ensure that all bidders have equal access to information on the product or service to be bidden, as well as the bid process itself.

### **2.3.3.8 ADJUDICATION OF BIDS**

Bids are adjudicated in terms of GAMAGARA LOCAL MUNICIPALITY Procurement Policy, and the following framework is provided as a guideline in this regard.

#### **2.3.3.8.1. Technical adjudication and General Criteria**

**Bids will be adjudicated in terms of inter alia:**

- **Compliance with bid conditions**
- **Technical specifications**

If the bid does not comply with the bid conditions and technical specifications, the bid shall be rejected. Refer to page two (2) for examples.

#### **2.3.3.8.2 Infrastructure and resources available**

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the bidder
- Plant and equipment the bidder intends renting, should the contract be awarded to him.

#### **2.3.3.8.3 Size of enterprise, and current workload**

Evaluation of the bidder's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

#### **2.3.3.8.4 Staffing profile**

Evaluation of the bidder's position in terms of:

- Staff available for this contract being bid for
- Qualifications and experience of key staff to be utilised on this contract.

#### **2.3.3.8.5. Previous experience**

Evaluation of the bidder's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

#### **2.3.3.8.6 Financial ability to execute the contract**

Evaluation of the bidder's financial ability to execute the contract. Emphasis will be placed on the following:

- Surety proposed
- Estimate cash flow
- Contact the bid's bank manager to assess the bidder's financial ability to execute the contract and the bidder hereby grants his consent for this purpose.

#### **2.3.3.9 ADJUDICATION USING A POINTS SYSTEM**

#### **2.3.3.9.1 Job creation**

Bidders that are able to employ labour-intensive work methods (where appropriate) will be given preference.

#### **2.3.3.9.2 Local Content**

Bidders that provide products developed, manufactured and assembled and/or distributed in South Africa will be given preference where applicable.

#### **2.3.3.10 IMPLEMENTATION FRAMEWORK**

This tender will be adjudicated in accordance with the preference points system described in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the Regulations thereto published in Government Notice No 22549 of 10 August 2001.

#### **2.3.3.10.1 EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS**

##### **2.3.3.10.1.1 Pre-evaluation investigation of tenders.**

Prior to the detailed evaluation of tenders, the Employer will determine whether each tender:

- Meet the requirements of these Conditions of Tender
- Has been properly signed;
- Is responsive to the requirements of the contract documents;
- Provides any clarification and/or substantiation that the Employer may require;
- Complies with the tender submission requirements in all other respects.

##### **2.3.3.10.1.2 Responsive (acceptable) tenders**

A responsive tender is one, which conforms to all the terms, conditions and specifications of the contract without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion:

- Could detrimentally affect the scope, quality, or performance of the works;
- Changes the Employer's or the Tenderers risks and responsibilities under the contract; or
- Would affect the competitive position of other Tenders' presenting responsive tender, it was to be rectified.

##### **2.3.3.10.1.3 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract**

more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

2.3.3.10.1.4 Non-responsive tenders

If the tender does not meet the requirement or is not responsive, it will be rejected by the Employer, and may not subsequently be made acceptable to the Employer by correction or withdrawal of the non-conforming deviation or reservation.

**2.3.3.10.2 ADJUDICATION OF TENDERS USING A POINTS SYSTEM**

The Employer using the system as set out in the Preferential Procurement Regulations 2001 will adjudicate responsive tenders. Points are awarded on the basis of:

- a) the tendered price
- b) the tendered Contract Participation Goal.
- c) the functionality

The Employer will normally award the contract to the Tenderer obtaining the highest number of points, but will not be subjected to accept any tender.

**2.3.3.10.2.1. Points awarded for Price (Ps)**

A maximum of 80 points is allocated to price on the following basis:

$P_s$  -  $80 (1 - (P_t - P_{min}) / P_{min})$

Where  $P_s$  - adjudication points for price of Tender under consideration

$P_{min}$  - the Rand value of the lowest responsive tender

$P_t$  - the Rand value of the responsive tender under consideration

**2.3.3.10.2.2. Points awarded for Specific Goals.**

Bids for *acquisition of goods and/or services*, a maximum of 20 or 10 points must be allocated for specific goals. The specific goals are as follows:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

For B-BBEE points the below table shall apply:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>	<b>Number of points (90/10 system)</b>
1	10	05
2	09	4.5
3	07	3.5
4	06	03
5	04	02
6	03	1.5
7	02	01
8	01	0.5
Non-compliant contributor	00	0.0

- a) Bidder must submit proof of B-BBEE status level contributor certificate.
- b) B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.
- c) B-BBEE status level contributor certificate must be original or certified.
- d) Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the original B-BBEE sworn affidavit.
- e) Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.
- f) Locality points shall be allocated as follows:

	Number of Points for Locality 80/20	Number of Points for Locality 90/10
Locality		
Within boundaries of Gamagara Local Municipality	10	05
	05	2.5

Outside boundaries Gamagara Local Municipality, but within the boundaries of Northern Cape Province		
Outside boundaries of the Northern Cape	0.00	0.00

- A. When the municipality invites and evaluates bids based on locality as a set preference goal, it must be stated as such on the invitation.
- B. Locality shall be deemed as all bidders operating and stationed within the boundaries of Gamagara Local Municipality
- C. Expanded term for locality shall be deemed for bidders operating and stationed outside of John Taolo Gaetsewe District but with the Northern Cape Province.
- D. Bidders shall provide proof of locality by submitting one or more of the following:
  - i. Municipal Account in the bidder's name.
  - ii. Proof of residence in the bidder's name.
  - iii. Bank statement with the bidder's address.
  - iv. Lease agreement indicating a local address, where the lessee is the bidder.
- g. The bidder must submit proof of locality to claim points for locality.
- h. Bidder failing to provide the proof of locality, shall claim zero points for locality.

#### 2.3.3.10.2.3      **Functionality (PPFA)**

A maximum of twenty five (25) points as set out below will be used for functionality

***The Financial Proposal will only be evaluated if the Functionality scores 18 points or above.***

**Table:** Functionality Criteria

ITEM	CRITERIA	WEIGHTING
A	<b>Track Record</b>	
A.1	<b>Completion of projects to a similar nature</b> 3 or more projects = 10 points 2 projects = 6 points 1 project = 3 points  Please submit appointment letter(s) and completion certificate(s) to claim points	10
A.2	<b>Highest value of project(s) completed</b> a) <R2 M – 3 points b) ≥R2 M but ≤ R4 M – 5 points c) R 5M and above – 10 points	10



A.3	<b>Experience of proposed construction site supervisor</b> (Maximum of 5 points)  2 points for the qualification of the supervisor with a National Diploma or higher in Electrical Engineering  1 point if the supervisor was involved in similar projects, at least two years at supervisory level  2 Trade Test (Red Seal) in Electrical Engineering	5
-----	---	---

### **2.3.3.10.3 TOTAL TENDER ADJUDICATION POINTS**

80 points for price

20 points for locality and BBEEE

### **2.3.3.10.4 PROCESS TO BE CONFIDENTIAL**

Information supplied by Tenderers relating to the examination, clarification, evaluation and adjudication of tenders and recommendations for the award of a contract will not be disclosed to Tenderers or any other person not officially concerned with such processes.

Any effort by a Tenderer to influence the Employer's processing of tenders or award decision may result in the rejection of his tender.

### **2.3.3.10.5 PENALTY**

Should the Contractor fail to reach his tendered Contract participation Goal (Nep) at the completion of the contract, he will be penalized by an amount equal to the preference which had been given to him in the tender adjudication and such amount will be subtracted from moneys due to the Contractor.

### **2.3.3.11 COMPLAINTS/DISQUALIFICATIONS**

Should any issues of concern with regard to the procurement process arise, the following steps will apply:

2.3.3.11.1 A bid will be subject to rejection/disqualification when:

2.3.3.11.1.1 A supplier provided false information.

2.3.3.11.1.2 Under pressure or influence was exerted on a person involved in evaluating a bid.

2.3.3.11.1.3 A financial reward was provided to a person involved in evaluating a bid.

2.3.3.11.1.4 A person involved in evaluating a bid has a material interest in the outcome of the application, and has not declared such interest, or has not recused him/herself from the evaluation process of such a bid.

2.3.3.11.2 In such cases the following steps should be taken:

2.3.3.11.2.1 The Municipal Manager will investigate the matter and make recommendations to the Bid Committee.

2.3.3.11.2.2 The Bid Committee will decide or make recommendations to Municipality, for a resolution on the matter.

2.3.3.11.2.3 A written notice will be sent to the bidder or service provider requiring him/her to make a representation to the Bid Committee on how the issues of concern will be addressed, within 14 days of receiving the notice, subject to it being a issue which can in fact be addressed.

2.3.3.11.2.4 The Bid Committee will consider the representation and if they are not satisfied that the issues of concern have been addressed will:

- Disqualify the bid
- Recover any losses or damages suffered by Municipality due to the failure to comply.
- Bar the bidder from being considered for any bid for a defined period of time.

2.3.3.11.2.5 The bidder will be notified in writing on:

- The reasons for the decision.
- His/her right to appeal against the Bid Committee's decision.
- Name of a contact person to discuss the matter.

2.3.3.11.2.6 The Bidder must launch an appeal:

- Within 14 days of the date of notice.
- Setting out the grounds for the appeal.
- Addressed to the Procurement Appeals Tribunal with copies to the City Manager.

2.3.3.11.2.7 The Procurement Appeals Tribunal will hear the appeal.

2.3.3.11.2.7.1 The tribunal will comprise of 3 or 5 (uneven number) arbitrators.

2.3.3.11.2.7.1 Councillors or Municipality employees may not be members of the Tribunal.

2.3.3.11.2.8 The Municipal Manager must produce procedures for administering the appeals process and revise these on an annual basis.

#### **2.3.3.12 DISQUALIFICATIONS**

Non-compliance with the Preferential Procurement Policy Framework Act.

### **FORM 2.3.4 GENERAL INFORMATION**

1. Name of bidding entity:

\_\_\_\_\_

2. Contact details

Contact name and number: \_\_\_\_\_

Address of bidding entity:

\_\_\_\_\_

Postal code:

\_\_\_\_\_

Tel no: (        )                      Fax no: (        )

\_\_\_\_\_

E-mail address:

\_\_\_\_\_

3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

<b>Joint venture member</b>	<b>Type of entity (as defined above)</b>

4. Income tax reference number: **(COMPULSORY)**  
(In the case of a joint venture, provide for all joint venture members)

\_\_\_\_\_

\_\_\_\_\_

5. VAT registration number(**COMPULSORY**):  
(In the case of a joint venture, provide for all joint venture members)

\_\_\_\_\_  
\_\_\_\_\_

6. Company or closed corporation registration number(**COMPULSORY**):  
(In the case of a joint venture, provide for all joint venture members)

\_\_\_\_\_  
\_\_\_\_\_

7. Construction Industry Development Board (CIDB) registration  
number(**COMPULSORY**)  
(In the case of a joint venture, provide for all joint venture members)

\_\_\_\_\_  
\_\_\_\_\_

8. Municipal account numbers of bidding entities and its directors / members  
**(COMPULSORY)**  
(In the case of a joint venture, provide for all joint venture members)

ACCOUNT NUMBERS                      LOCAL AUTHORITY

_____	_____
_____	_____
_____	_____
_____	_____

9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

10. For joint ventures the following must be attached:

- Written authority **of each JV partner**, for authorized signatory.
- The joint venture agreement.
- The major partner to satisfy at least 40 percent of the turnover and credit amount  
criteria, and each other partner at least 25 percent of the criteria.

**SIGNATURE OF AUTHORIZED PERSON :**

.....  
...

**DATE :** .....

**DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS**

(In the event of a joint venture, to be completed by all joint venture partners)

.1.1.1 Name and Surname	.1.1.2 Identity Number	.1.1.3 Relevant qualifications and experience	Years of relevant experience

# **GAMAGARA LOCAL MUNICIPALITY**

**CONTRACT NO: GM2023/69**

**APPOINTMENT OF FOUR (4) ELECTRICAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE / WORKS IN  
GAMAGARA AREA AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS**

## **THE CONTRACT**

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS AND QUALITY SPECIFICATION

PART C4 SITE INFORMATION



## **GAMAGARA LOCAL MUNICIPALITY**

**CONTRACT NO: GM2023/69**

**APPOINTMENT OF FOUR (4) ELECTRICAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE / WORKS  
IN GAMAGARA AREA AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS**

### **PART C1 AGREEMENT AND CONTRACT DATA**

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85  
OF 1993)

## **C1.1 FORM OF OFFER AND ACCEPTANCE**

### **FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**

#### **OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

#### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

**SECTION 1** R\_\_\_\_\_

in words

\_\_\_\_\_

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

#### **FOR THE BIDDER:**

Signature(s)

Name(s)

Capacity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name and address of organisation)

Name and signature of Witness\_\_\_\_\_

Date

\_\_\_\_\_

## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement, between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part C1      Agreements and Contract Data, (which includes this Agreement)

Part C2      Pricing Data

Part C3      Scope of Work

Part C4      Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

### FOR GAMAGARA LOCAL MUNICIPALITY:

Name(s) \_\_\_\_\_

Signature(s) \_\_\_\_\_

Capacity \_\_\_\_\_

Name and signature of witness \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	<b>Subject</b> _____
	Details _____
2	<b>Subject</b> _____
	Details _____
3	<b>Subject</b> _____
	Details _____
4	<b>Subject</b> _____
	Details _____
5	<b>Subject</b> _____
	Details _____
6	<b>Subject</b> _____
	Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE BIDDER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of organisation)

Name and signature of witness

\_\_\_\_\_

Date \_\_\_\_\_

**FOR GAMAGARA LOCAL MUNICIPALITY:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

*GAMAGARA LOCAL MUNICIPALITY*

Name and signature of witness

\_\_\_\_\_

Date \_\_\_\_\_

## **C1.2 CONTRACT DATA**

### **CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works Third Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The Bidder is deemed to be in possession and have full knowledge of the abovementioned General Conditions of Contract. Copies of the General Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel 011 805 5947.

#### **PART 1: DATA PROVIDED BY THE EMPLOYER**

The General Conditions of Contract make several references to the Contract Data for details that apply specifically to this Bid. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it, the General Conditions of Contract and the Specifications. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it applies.

The following contract specific data are applicable to this Contract:

<b>Clause</b>	
1.1.1.12	The special non-working days are all public holidays, the yearend break from 15 December to 5 January inclusive (or an equivalent period thereof) and days needed to obtain Employer's prior approval before expenditure over and above the amount as given in the appointment letter sent by the GAMAGARA LOCAL MUNICIPALITY to the Contractor is incurred.
1.1.1.13	The Defects liability Period is twelve (12) Calander months and will commence upon the issue of a Certificate of Completion.
1.1.1.14	the time for achieving Practical Completion of the specific allocate task, inclusive of the 14-days period referred to in Clause 5.3.2 below, and inclusive of all non-working days referred to in Clause 5.8.1 and special non-working days(Clause 5.8.1).
1.1.1.15	The Employer is the GAMAGARA LOCAL MUNICIPALITY The Employer's address for receipt of written communications is: Physical address: GAMAGARA LOCAL MUNICIPALITY Cnr Hendrik van Eck & Frikkie Meyer Roads Kathu 8446 Tel: (053) 723 2261 Fax: (053) 723 2021
1.1.1.16	The Employer Agent NOT APPLICABLE
1.1.1.21	Preliminary and General items described in the SANS 1200 A/AB specifications but not included or shown in the Bill of Quantities are deemed to have been included in other bidded rates. The total amount of Preliminary and General Items shall not exceed 15% of Contract Price. (N/A)
2	<b>Variations to the Conditions of Contract are:</b> Add the following after 2.5  "2.6.1 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:

Clause	
	<ul style="list-style-type: none"> <li>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li>(v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.</li> </ul> <p>2.6.2 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <ul style="list-style-type: none"> <li>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</li> <li>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</li> </ul>
2.	<p>Add - The Contractor shall with specific reference to this clause communicate in writing with the GAMAGARA LOCAL MUNICIPALITY should he require to obtain materials under a Deed of Cession. The Contractor shall have no right whatsoever to claim against the GAMAGARA LOCAL MUNICIPALITY should the GAMAGARA LOCAL MUNICIPALITY reject the request or should the GAMAGARA LOCAL MUNICIPALITY delay in any way whatsoever the signing of the Deed of Cession or should the Cessionary fail to supply the materials as and when required by the Contractor. The responsibility for obtaining the correct quantities and quality of materials complying with requirements of the specifications and the safekeeping thereof shall remain at all times with the Contractor.</p>
3.1.2	<p>The Employer is required in terms of his appointment with the Employer to obtain the following approvals:</p>

Clause																
	<p>a) Approval before expenditure over and above the amount as given in the appointment letter sent by the GAMAGARA LOCAL MUNICIPALITY to the Contractor is incurred.</p> <p>b) Approval before issuing the Certificate of Completion.</p> <p>c) Approval before ordering Variations.</p>															
4.12.4	Add the following sub-clause "On written motivation and with specific reference to this clause and in exceptional circumstances for delays neither attributable nor within the control of the Employer, the Employer may grant extension of time without compensation for fixed and time related General Items															
5.3.1	<p>The Contractor shall commence executing the Works within Fourteen (14) days of the Commencement Date.</p> <p>Add the following after "... Commencement date".</p> <p>"Subject to 1) the Contractor having an approved, project specific, health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and has complied with the initial requirements thereof 2) having submitted the guarantee 3) having supplied acceptable insurances in terms of clause 8.6."</p>															
5.4.	Add - " The Contractor <u>may not</u> take possessions of ,or have the right of, access to the Site until it has 1) submitted an approved, project specific, health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and has complied with the initial requirements thereof 2) submitted the guarantee 3) supplied acceptable insurances in terms of clause 8.6."															
5.5.1	The whole of the Works shall be completed <i>within</i> <b><u>the period indicated, and as per agreement with the Employer.</u></b>															
5.6.1	<p>Programme to be delivered to the Engineer within 14 days of Commencement Date.</p> <p>Add – 5.6.6 "Any claim for extension of time shall be based on realistic detailed programmes which shall be kept up to date at regular intervals. Programmes must show <u>all resources</u> and any float or risk allowance. The Contractor shall supply to the Engineer a Works programme revised (if necessary) or not <u>at least once every month.</u>"</p>															
5.8.1	Working days are from "Monday to Friday".															
5.9	Employer shall deliver to the Contractor 3 copies of all approved drawings and revisions thereof and instructions. Cost of additional copies to be for the account of the Contractor															
5.13.1	The Penalty for failing to complete the Works is R 1 500 per calendar day.															
6.2.1	<p>Add - Guarantee shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Bank Act, 1990(Act No 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No 27 of 1943).Where bidders in category A cannot rise the required surety of 2.5% ,and it is feasible to deduct the amount from the first payment certificate, such concession may be granted.</p> <p>Guarantees will be as follows:</p> <table><tr><th>CATEGORY</th><th>PROJECT VALUE</th><th>GUARANTEE</th></tr><tr><td>A</td><td>&lt;R 500000</td><td>2.5%</td></tr><tr><td>B</td><td>R 500 001 –R 1000 000</td><td>5%</td></tr><tr><td>C</td><td>R 1 000 000-R 2000 000</td><td>7.5%</td></tr><tr><td>D</td><td>R&gt;R 2 000 000</td><td>10%</td></tr></table> <p>Guarantees from Banks, Financial institutions are to be supplied as per "Form of Guarantee" attached to this document.</p>	CATEGORY	PROJECT VALUE	GUARANTEE	A	<R 500000	2.5%	B	R 500 001 –R 1000 000	5%	C	R 1 000 000-R 2000 000	7.5%	D	R>R 2 000 000	10%
CATEGORY	PROJECT VALUE	GUARANTEE														
A	<R 500000	2.5%														
B	R 500 001 –R 1000 000	5%														
C	R 1 000 000-R 2000 000	7.5%														
D	R>R 2 000 000	10%														



Clause	
6.8.2	<p>Contract Price Adjustment: I</p> <p>Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> <p>The value of "x" is 0,15</p> <p>The values of the coefficients are:</p> <p>a = 0,3</p> <p>b = 0,3</p> <p>c = 0,35</p> <p>d = 0,05</p> <p>The urban area nearest the Site is KATHU</p>
6.8.3	<p>The following are special materials:</p> <p><b>NIL</b></p> <p>The basis for price adjustment for special materials is as follows:</p> <p><b>Not applicable</b></p>
6.9.1.3	<p><i>ADDITIONAL SUB-CLAUSE:</i></p> <p>"All temporary Works owned by the Contractor and brought on to the Site for the purposes of the Contract."</p>
6.10.1.5	<p>The percentage advance on materials on Site not yet built into the Permanent Works is eighty percent (80%).</p> <p>Materials obtained through cession form part of materials on Site and are subject to 100% percentage advance</p>
6.10.1.9	<p>Add new subclause 6.10.1.9:</p> <p><b>"Payment for the labour-intensive component of the works</b></p> <p>Payment for work identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the Works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such work shall not relieve the Contractor in any way from his obligations either in contract or in delict."</p>
6.11	Delete this clause and any reference thereto.
7.5.3	<p><i>ADD THE FOLLOWING:</i></p> <p>"Provided further that if the Works or excavation(s) are not ready for examination or are incorrect or are not in accordance with the drawings or specifications, the fruitless expenditure so incurred by the Employer will be for the Contractor's account. In such case a further adequate notice shall be given by the Contractor to the Engineer. Deductions for the above fruitless expenditure will be made from the Contractor's monthly statements for payment".</p>
10	Add - "Written claims must fully comply with the requirements of this clause. Claims must clearly specify in terms of which clause sub/clause the claim is made. Claims must be made <u>strictly</u> within the time limits specified."
10.1.2	Delete this clause and any reference thereto.
10.3	<p>Disputes are be settled in terms of paragraph 50 of the SCM Policy, which reads as follows:</p> <p>Resolution of disputes, objections, complaints and queries</p> <p>(1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –</p> <p>(a) to assist in the resolution of disputes between the municipality and other persons regarding -</p> <p>(i) any decisions or actions taken in the implementation of the supply chain management system; or</p>

Clause	
	<p>(ii) any matter arising from a contract awarded in the course of the supply chain management system; or</p> <p>(b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.</p> <p>(2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.</p> <p>(3) The person appointed must –</p> <p>(a) strive to resolve promptly all disputes, objections, complaints or queries received; and</p> <p>(b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.</p> <p>(4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –</p> <p>(a) the dispute, objection, complaint or query is not resolved within 60 days; or</p> <p>(b) no response is forthcoming within 60 days.</p> <p>(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.</p> <p>(6) This paragraph must not be read as affecting a person's rights to approach a court at any time</p>
10.7	Disputes are to be settled in terms of General Conditions of Contract for Construction works 2015 3 <sup>rd</sup> edition

### **C1.3 FORM OF GUARANTEE**

#### **PRO FORMA**

#### **CONTRACT NO. GM2023/69**

WHEREAS GAMAGARA LOCAL MUNICIPALITY (hereinafter referred to as "the Employer") entered into, \_\_\_\_\_ a \_\_\_\_\_ Contract with \_\_\_\_\_ (hereinafter called "the Contractor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ for the construction of \_\_\_\_\_ at \_\_\_\_\_

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND \_\_\_\_\_ WHEREAS \_\_\_\_\_ has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, \_\_\_\_\_ do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

\_\_\_\_\_ (R\_\_\_\_\_)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

We hereby choose our address for the serving of all notices for all purposes arising here from as

\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at

\_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

As witnesses:

1. \_\_\_\_\_ Signature \_\_\_\_\_

2. \_\_\_\_\_ Signature \_\_\_\_\_

Duly authorized to sign on behalf of \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

between **THE GAMAGARA LOCAL MUNICIPALITY** (hereinafter called "the **Employer**") of the one part, herein represented by

in his capacity as \_\_\_\_\_

and

\_\_\_\_\_  
(hereinafter called "the Mandatory") of the other part, herein represented by

\_\_\_\_\_  
in his capacity as \_\_\_\_\_

**WHEREAS the Employer is desirous that certain works be constructed, viz APPOINTMENT OF FOUR (4) ELECTRICAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE / WORKS IN GAMAGARA AREA AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS**

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

- (i) Section 8 : General duties of employers to their employees;
- (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
- (iii) Section 37 : Acts or omissions by employees or mandataries, and
- (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

**6 *The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***

7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE GAMAGARA LOCAL MUNICIPALITY:**

WITNESS 1 .....

**NAME** 1 .....  
(IN CAPITALS)

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

WITNESS 1 ..... .

**NAME** 1 .....  
(IN CAPITALS)

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

**An example is given below:**

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_ 200.....,

Mr/Ms \_\_\_\_\_ whose signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of \_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS : \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY : \_\_\_\_\_

WITNESS 1 .....

NAME 1 .....  
(IN CAPITALS)



## **GAMAGARA LOCAL MUNICIPALITY**

**CONTRACT NO: GM2023/69**

**APPOINTMENT OF FOUR (4) ELECTRICAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE / WORKS IN  
GAMAGARA AREA AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS**

### **PART C2 PRICING DATA**

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

## **C2.1 PRICING INSTRUCTIONS**

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities. In case of discrepancies between the General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings, the Contract Data shall have preference over the General Conditions of Contract, Specifications and Drawings. The Specifications shall have preference over the Drawings".
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Description in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single bid sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

**Ordering of materials** are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Bidder bids to do the work

Amount : The quantity of an item multiplied by the bid rate of the (same) item

Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton

MN-m        =        meganewton-metre  
PC Sum     =        Prime Cost Sum  
Prov Sum   =        Provisional Sum

**11. The prices of the four successful tenderers will be averaged out and if necessary adjusted to be acceptable to Gamagara Municipality. The appointed contractors will then be offered the same rates.**

## **BILL OF QUANTITIES**

TASK	UNIT	QTY	RATE	TOTAL
<b>1. TRENCHING LT.</b>				
Pickable soil and Disposal	m <sup>3</sup>	1		
Rock and Disposal	m <sup>3</sup>	1		

<b>2. TRENCHING HT.</b>				
Pickable soil and Disposal	m	1		
Rock and Disposal	m <sup>3</sup>	1		

<b>3. DIGGING HOLE AND PLANT</b>				
Poles	each	1		
Stay	each	1		

<b>4. UNROLL AND INSTALL OF LT. CABLE</b>				
Multi-core cable (19 core)	m	10		
1.5mm <sup>2</sup> - 16mm <sup>2</sup> Cable	m	10		
25mm <sup>2</sup> - 50mm <sup>2</sup> Cable	m	10		
70mm <sup>2</sup> - 120mm <sup>2</sup> Cable	m	10		
150mm <sup>2</sup> - 300mm <sup>2</sup> Cable	m	10		

<b>5. UNROLL AND INSTALL OF HT. CABLE</b>				
16mm <sup>2</sup> - 70mm <sup>2</sup> cable	m	10		
95mm <sup>2</sup> - 120mm <sup>2</sup> cable	m	10		
150mm <sup>2</sup> - 185mm <sup>2</sup> cable	m	10		

<b>6. UNROLL AND INSTALL OF EARTH CONDUCTOR</b>				
Earth Conductor 1.5mm <sup>2</sup> - 16mm <sup>2</sup>	m	1		
Earth Conductor 25mm <sup>2</sup> - 70mm <sup>2</sup>	m	1		

<b>7. JOINTING OF LT. CABLE</b>				
Multi-core cable (19 core)	each	1		
1.5mm <sup>2</sup> - 16mm <sup>2</sup> cable	each	1		
25mm <sup>2</sup> - 50mm <sup>2</sup> cable	each	1		
70mm <sup>2</sup> - 120mm <sup>2</sup> cable	each	1		
150mm <sup>2</sup> - 300mm <sup>2</sup> cable	each	1		

<b>8. JOINTING OF HT. CABLE</b>				
16mm <sup>2</sup> -95mm <sup>2</sup> cable XLPE/PILCDSTA	each	1		
120mm <sup>2</sup> -185mm <sup>2</sup> cable	each	1		

<b>9. TERMINATION OF HT. CABLE</b>				
16mm <sup>2</sup> -95mm <sup>2</sup> cable	each	1		
120mm <sup>2</sup> -185mm <sup>2</sup> cable	each	1		

HT/MV Switching work	hour	1		
<b>10. GLAND AND TERMINATE OF LT. CABLE</b>				
Multi-core cable (19 core)	each	1		
Airdac 4 mm <sup>2</sup> - 16 mm <sup>2</sup>	each	1		
1.5mm <sup>2</sup> - 16mm <sup>2</sup> cable	each	1		
25mm <sup>2</sup> - 50mm <sup>2</sup> cable	each	1		
70mm <sup>2</sup> - 120mm <sup>2</sup> cable	each	1		
150mm <sup>2</sup> - 300mm <sup>2</sup> cable	each	1		
<b>11. DISCONNECT AND REMOVE CABLE</b>				
Multi-core cable	m	1		
Airdac 4 mm <sup>2</sup> - 16 mm <sup>2</sup>	m	1		
1.5mm <sup>2</sup> - 16mm <sup>2</sup> cable	m	1		
25mm <sup>2</sup> - 50mm <sup>2</sup> cable	m	1		
70mm <sup>2</sup> - 120mm <sup>2</sup> cable	m	1		
150mm <sup>2</sup> - 300mm <sup>2</sup> cable	m	1		
Disconnect, cut & remove	each	1		

<b>12. INSTALL AND PLANT KIOSK</b>				
SLC (Street light kiosk)	each	1		
1 PH 3 way	each	1		
1 PH 6 way	each	1		
1 PH 9 way	each	1		
1 PH 12 way	each	1		
3 PH 2 way	each	1		
3 PH 4 way	each	1		
MD 1	each	1		
MD 2	each	1		
Black PVC Pole mount Box	each	1		
1PH 4/6 way Steel Pole Mount Box	each	1		
TDK. Pole Mount	each	1		
TDK. Route Mount	each	1		

<b>13. METER INSTALLATION</b>				
Install S/P meter in house	each	1		
Install S/P meter in meterbox	each	1		
Remove S/P meter	each	1		
Install T / P meter	each	1		
Remove T / P meter	each	1		
Install a MD meter	each	1		
Remove a MD meter	each	1		
Install Ready Board	each	1		
Certificate of compliance (C.O.C)	each	1		

<b>14. LABELING</b>				
Brother P-touch, T Z tape	each	1		
Rowmark Matt	each	1		

<b>15. ROAD CROSSING AND CABLE SLEEVES</b>				
110mm/150mm dia. sleeve	m	1		

Road crossing	m	1		
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16. PAVING				
Paving bricks	m <sup>2</sup>	1		
Paving blocks	m <sup>2</sup>	1		
Repair of concrete	m <sup>3</sup>	1		

17. MINI-SUBSTATION FOUNDATION				
Remove ground / soil / rubble	m <sup>3</sup>	1		
Metering unit / RMU foundation	m <sup>3</sup>	1		
Mini Sub Foundation	m <sup>3</sup>	1		
Raised Mini Sub Foundation	m <sup>3</sup>	1		
Mini Sub Foundation with Plinth	m <sup>3</sup>	1		
Joining Pit HT.	each	1		



18. STREETLIGHTS				
Large frame C/B 15-25 kA S/P or T/P	each	1		
Small frame 2.5-5 kA S / P	each	1		
Small frame 2.5-5 kA T / P	each	1		

19. INSTALL OR REMOVE CIRCUIT BREAKER				
Large frame C/B 15-25 kA S/P or T/P	each	1		
Small frame 2.5-5 kA S / P	each	1		
Small frame 2.5-5 kA T / P	each	1		

20. ROBOT				
Replace traffic light accessories	each	1		
Foundation for standard pole	each	1		
Foundation for pole with overhang	each	1		
Install standard traffic light pole	each	1		
Install traffic light pole with overhang	each	1		
Install robot aspect head	each	1		
Install robot controller	each	1		
Painting of Robot poles	each	1		

21. OVERHEAD LINES				
Cross arm	each	1		
Install Lightning Arrestors	each	1		
Install Drop out fuses	each	1		
Install Strain Insulators	each	1		
Install Suspension clamps	each	1		
16 - 100 KVA. TFR. Installation	each	1		
Remove existing O/H lines HT or LT.	m	1		
Remove ABC 4+1	m	1		
String Airdac	m	1		
String ABC	m	1		
String bare conductor	m	1		
Earth net	m	1		
Trimming of branches	hour	1		
Bush clearing	m	1		

22. REMOVE				
Remove Meter box / pole / stay	each	1		
Mini Sub	each	1		

23. SPECIAL RATES				
Cherry picker with driver	hour	1		
8 ton truck (with crane) with driver	hour	1		
LDV with driver	km	1		
Back actor (TLB) with driver	hour	1		

24. MATERIAL SUPPLIED BY CONTRACTOR				
Handling fee	10%			

25. COMPLIANCE WITH OHS				
Handling fee	SUM			
Develop a Health & Safety plan to address all aspects of occupational health and safety, as affected by the proposed construction work in accordance with the provisions in the Construction Regulations.				
The health and safety specification will provide the requirements that Contractors shall have to comply with in order to reduce the risks associated with the construction work to a level as low as reasonably practicable.				
Further OHS requirements are as stipulated on Page 131				

<b>TOTAL</b>	<b>R</b>
<b>15% VAT</b>	<b>R</b>
<b>BID AMOUNT</b>	<b>R</b>
<b>AMOUNT IN WORDS:</b>	

## **SCOPE OF WORK**

## 1. **TRENCHING LT.**

The rate for Trenching LT must include for:

The LT trench must be 0.6m wide and 0.8m deep. The sifted soil must be 0.6m wide and 0.2m thick with the cables and earth wire to be installed in the middle of the sifted soil. Cable marking tape installed 0,4m below ground level. All trenches must be filled back with suitable gravel, no rocks or part of it can be used to do back filling. Back fill in 150 mm layers and properly compacted with a wacker with a density up to 95%. All surplus to be disposed of at the landfill site in Dibeng which is situated 25km from Kathu.

The unit will be: per meter cube (m<sup>3</sup>)

Rock will be measured separate in cubic meters (m<sup>3</sup>) and should be maximum size 25cm

## 2. **TRENCHING HT.**

The rate for Trenching HT must include for:

The HT trench must be 0.6m wide and 1.1m deep. Provision for two layers of sifted soil for both HT & LT cables 0.6m wide and 0.2m thick. Cable marking tape and panels must be installed respectably 0,4m and 0,8m below ground level. All trenches must be filled back with suitable gravel no rocks or part of it can be used to do back filling. Back fill in 150 mm layers and properly compacted with a wacker with a density up to 95%. All surplus to be disposed of at the landfill site in Dibeng which is situated 25km from Kathu.

The unit will be: per meter cube (m<sup>3</sup>)

Rock will be measured separate in cubic meters (m<sup>3</sup>) and should be maximum size 25cm

## 3. **DIGGING HOLE AND PLANT**

The rate for Hole and Plant must include for:

To dig or drill a pole or stay hole in all soil or rock conditions, plant and compact the pole or stay.

The unit will be: each

## 4. **UNROLL AND INSTALL OF LT. CABLE**

The rate for Unroll and Install of LT. Cable must include for:

Unroll and collect LT. cable from the Municipal stores, if a full drum or part of it is to be taken.

The installation of LT. cable in a trench, against a pole in a galvanise pipe, or whatever the situation may require.

The unit will be: per meter (m)

## 5. **UNROLL AND INSTALL OF HT. CABLE**

The rate for Unroll and Install of HT. Cable must include for:

To unroll and collect HT. cable from the Municipal stores, irrespective if a full drum or part of it is to be taken.

The installation of HT. cable in a trench, against a pole in a galvanise pipe, or whatever the situation may require.

The unit will be: per meter (m)

## **6. UNROLL AND INSTALL OF EARTH CONDUCTOR**

The rate for Unroll and Install of Earth Conductor must include for:

To unroll and collect the earth conductor from the Municipal stores, irrespective if a full drum or part of it is to be taken.

The installation of the earth conductor in a trench, against a pole in a galvanise pipe, or whatever the situation may require.

The unit will be: per meter (m)

## **7. JOINTING OF LT. CABLE**

The rate for Jointing of LT. Cable must include for:

Expose the cable in such a manner that a proper joint can be made if the situation require so. To join the LT. cable new or existing. Back fill, compact and cleaning up. It will also be expected from the appointed contractors to know the operation of a cable fault locator machine (Thumper) which will be used by the contractor at times; or the contractor can make use of its own machine. The cable fault locator machine will be supplied by the Municipality; if available. During this operation the contractor will be responsible for the training and explaining to Municipal Electricians. The contractor must also at times test faulty cable to locate the position of the fault on the cable; including disconnection on both sides.

The unit will be: each

## **8. JOINTING OF HT. CABLE**

The rate for Joining of HT. Cable must include for:

The joining of a HT. cable new or existing and supply all accessories except for the joining kit and ferrules that will be supplied by the Municipality. (Acc. Gas, Burner, Patting stick, Cloth etc. supplied by the contractor). It will be required from the successful tender to do HT switching from time to time. An accredited/authorised person, approved by the Electrical Engineer, will do the switching in consultation with the Municipality. It will also be expected from the appointed contractors to know the operation of a cable fault locator machine (Thumper) which will be used by the contractor at times; or the contractor can make use of its own machine. The cable fault locator machine will be supplied by the Municipality; if available. During this operation the contractor will be responsible for the training and explaining to Municipal Electricians.

The unit will be: each

## **9. TERMINATION OF HT. CABLE**

The rate for Termination of HT. Cable must include for:

The termination of a HT cable new or existing. To supply all accessories except for the termination kit and lugs that will be supplied by the Municipality needed to do a HT termination. To also connect the lugs to the relevant switch gear or bus bar. (Acc. Gas, Burner, Patting stick, Cloth etc. supplied by the contractor). It will be required from the successful tender to do HT switching from time to time. An accredited/authorised person, approved by the Electrical Engineer, will do the switching in consultation with the Municipality. It will also be expected from the appointed contractors to know the operation of a cable fault locator machine (Thumper) which will be used by the contractor at times; or the contractor can make use of its own machine. The cable fault locator machine will be supplied by the Municipality; if available. During this operation the contractor will be responsible for the training and explaining to Municipal Electricians.

The unit will be: each

## **10. GLAND AND TERMINATE OF LT. CABLE**

The rate for Gland and Terminate of LT. Cable must include for:

The terminating of a LT cable by means of a gland with shroud, K-clamp or a leading tube. Crimping of lugs, and connections of all phases and neutral tails to the LINE or LOAD side.

The unit will be: each

## **11. DISCONNECT AND REMOVE CABLE**

The rate for Disconnect and Remove Cable must include for:

The disconnection of the cable from any equipment or installation, and the removal of the cable, in the ground, in a sleeve or on a cable rack. (Cable must be cut 0.8m below ground level)

The recovered cable must be return to the Municipal stores.

The unit will be: per meter (m)

## **12. INSTALL AND PLANT KIOSK**

The rate for Install and Plant Kiosk must include for:

The digging of the hole for the kiosk in all soil or rock conditions, the installation of the kiosk, and the back fill and compacting of the kiosk in the hole.

The unit will be: each

PVC pole mount box to accommodate a 5kA triple pole circuit breaker.

The unit will be: each

Steel pole mount boxes and pole mount distribution boxes must be lifted and properly secured by means of strapping or against a cross arm with bolts and nuts or what the situation might require.

The unit will be: each

### **13. METER INSTALLATION**

The rate for Meter installation must include for:

The installation of a single and three phase meter must make provision for the crimping of lugs, wiring and connections to and from the meter. Any other wiring or work that goes with the installation if the box is not been pre-wired already. Where meters are installed in the houses, provision must be made for the material required like fisher plugs, etc.

The unit will be: each

The removal of a single and three phase meter must make provision for the removing of all bolts, nuts, wiring, meter and cable strands related to the installation.

The unit will be: each

The installation of a maximum demand meter must make provision for the crimping of lugs, colour code wiring according to the drawing, c/t installation, connections to and from the meter, large frame c/b, maximum demand meter, cable to and from the bus bar and breaker. (Complete installation)

The unit will be: each

The removal of the maximum demand meter must make provision for the removing of all bolts, nuts, wiring, c/t's, meter and cable strands related to the installation.

The unit will be: each

Fitting the ready board against the wall or on to a zinc house zinc wall with 4 fisher plugs or 4 bolt and nuts. The connection in the ready board, the installation of the galvanize pipe to guide the cable, secured with saddles against the wall or zinc house zinc wall, if so required.

The unit will be: each

**C.O.C. Certificate of Compliance by a certified Installation Electrician 3 phase tester.**

The unit will be: each

### **14. LABELLING**

The rate for Labelling must include for:

Brother P-touch, white / black T Z tape or equivalent must be use to mark the new connection inside the kiosk. (12mm)

Street name and number at the breaker and the stand number at the meter. (Labels for each connection)

The unit will be: each

Rowmark Matt, white / black or equivalent must be use on the outside of the kiosk and secure with approved glue.

Label size  $\pm 10$  cm x 3 cm (Street name and number)

The unit will be: each

## **15. ROAD CROSSING AND CABLE SLEEVES**

The rate for Road crossing and Cable Sleeves must include for:

The installation of the pipe cable flex (sleeves) for both 110mm and 160mm in the trench of a driveway or where entrances may be blocked.

The unit will be: per meter (m)

The road crossing rate must allow for the regulating of traffic, while the road crossing is done.

The use of own road signage's and cones when doing a road crossing.

The trenching, flex pipe installation, danger tape installation, panel installation, back filling and compaction, and the compaction of the top 100mm with a soil cement mixture, to prevent any sagging. (Tar repair will be done by the Roads Department)

The daily maintaining of the crossing for two weeks after completing the crossing if necessary.

The unit will be: per meter cube (m<sup>3</sup>)

Where it's required to do horizontal drilling the contractor will obtain minimum 3 quotations and include his mark-up (15%) whereby permission will be granted to continue with the drilling by the Municipality.

## **16. PAVING**

The rate for Paving must include for:

The lifting or removing of the existing paving bricks and inter locking bricks with a maximum of 0.8m wide. The 450mm block's a maximum of 1.0m wide. Proper compacting and levelling with own river sand must be done before re-laying of paving bricks, inter lock bricks or 450mm block's. Repair of small patches included. All concrete must be a 5:3:1 mix

The unit will be: per square meter (m<sup>2</sup>)

The cutting and repair of concrete includes the supply of the concrete mix by the contractor.

## **17. MINI-SUBSTATION FOUNDATION**

The rate for Mini-Substation Foundation must include for:



To remove any access ground, soil, rock or material coming out of a trench or hole for a mini-sub or jointing pit that is not suitable to back fill with.

The unit will be: per cubic meter (m<sup>3</sup>)

A metering or ring main unit foundation must be build according to the drawing and to include the following:

The digging of the hole in all soil or rock conditions, and the supply of all material e.g. sand, stone, brick's, cement etc. needed to build the foundation.

The unit will be: each

A mini-sub foundation must be build according to the specifications and drawing.

To excavate a hole of approximately 1,3m deep 2,0m wide and 4,0m in length in all soil or rock conditions.

An earth mat will be supplied by the Municipality that consist of 40m of 70mm<sup>2</sup> earth conductor that need to be installed under the base of the foundation in beaded in a good quality sifted soil. The supply of all building material e.g. sand, stone brick's cement etc.

The unit will be: each

The Raised Mini-sub foundation is similar to standard mini-sub foundation except that the foundation is 900mm higher above ground level than the standard mini-sub foundation, see drawing for specifications.

The unit will be: each

The Mini Substation with a plinth is similar to the standard mini sub except for the soldier layer and the concrete plinth that need to be put half way below and half way above the ground level. To collect and install the plinth with crane truck.

The excavation of a HT. joining pit must be 10m long, 2m wide and 1.1m deep. After completing the joint the jointing pit must be back filled with suitable soil and compacted again. E.g. 6.6m<sup>3</sup> need to be excavated and 6.6m<sup>3</sup> needs to be back filled and compacted. The rate must make provision for all types of soil and rock conditions.

The unit will be: each

## **18. STREETLIGHTS**

The rate for Streetlights must include for:

The complete installation or replacement of a daylight switch and contactor including all wiring to and from the daylight switch, including the by-pass circuit breaker.

The unit will be: each

Replace an existing streetlight fitting with a new fitting, and all possible wiring, circuit breaker changes and connections that would be necessary with the replacement.

The unit will be: each

A new fitting Installation requires the connection from the point of supply on an overhead system e.g. bundle conductor. Inside a pole from the breaker installation, the wiring, connection in the fitting, installation of the spigot and light fitting, and fitting of the globe.

The unit will be: each

The replacement of globes must be for the changing of defect streetlight globes. From a 4.5m to an 11.5m pole (Pole with overhang included).

The unit will be: each

## **19. INSTALL OR REMOVE CIRCUIT BREAKER**

The rate for Install or Remove Circuit Breaker must include for:

For a Large frame circuit breaker, the complete installation of the circuit breaker in the mini sub, meter box or distribution box with bolt & nut or circuit breaker rail.

The crimping of lugs to the welding cable and connecting the breaker and bus bars.

The unit will be: each

For a Small frame circuit breaker, the complete installation of the circuit breaker in a mini sub, meter box, distribution box or a pole mount box.

The crimping of lugs and connection of wires to the bus bar or O/H line etc. From the circuit breaker to the meter or what the situation may require.

The unit will be: each

## **20. ROBOT**

The rate for Robot must include for:

The replacement of the robot accessories: e.g. lens, pole top, globe, back board or LED lens.

The rate will be per action that must be done.

The unit will be: each

The digging of the hole for the foundation in all types of soil or rock conditions.

The supply of the concrete mix by the contractor and to secure the steel foundation that will be provided by the Municipality.

- For:
- a. Standard robot pole
  - b. Robot pole with overhang/totum

The unit will be: each

The erection and bolt of the:

- For:
- a. Standard robot pole
  - b. Robot pole with overhang/totum

The unit will be: each

The complete assemble wiring, connections and fitment of a 2/3/5 aspect robot head.  
The installation or the robot controller with all connections, terminations and wiring need to be done.

The traffic light pole foundation must be of an approved concrete mixture, of stone, sand and cement ratio. (5.3.1)

Painting of robot poles include all pole types. Managing of traffic during this period is the responsibility of the bidder in consultation with Traffic section of the Municipality.

## **21. OVERHEAD LINES**

The rate for Overhead Lines must include for:

Install steel or wooden cross arm up to 2.4m

All arrestors, fuses, insulators, clamps and transformers are per each (1) and NOT per set.

The unit will be: each

Removing of overhead lines is per single conductor, no matter the size of the conductor. That includes the stripping and dismantling of the conductors, the stripping of all cross arms, insulators, stays, transformers, transformer platforms, or steel structures relevant to the line that needs to be dismantled. Back filling of all old pole holes after removing the old poles. All conductors, insulators, transformers, and all other excess overhead line material must be taken back to Municipal Stores.

The unit will be: per meter per single conductor (m/cond.)

Removing of ABC 4+1 is per meter, 5 conductors and includes all clamps hard ware and poles that must be removing.

The unit will be: per meter (m)

Stringing of a single airdac conductor 4mm<sup>2</sup> - 16mm<sup>2</sup> including all pig tails, strain and suspension clamps.

The unit will be: per meter (m)

String of ABC conductor 25mm<sup>2</sup> - 95mm<sup>2</sup>.

Stringing of ABC BUNDLE (4+1), including installation of all pig tails, strain and suspension clamps. The unit will be: per meter (m)

Stringing of O/H line, bare aluminium conductor up to MINK per meter per single conductor.

The unit will be: per meter per single conductor (m/cond.)

To install an earth net below the HT lines with a double fox conductor. Starting and ending at a cross-arm and suspended with threaded rod at each suspension pole with two bridges connecting the two parallel lines with two PG-clamps. (Rate is per single conductor)

The unit will be: per meter (m)

Trimming of branches around existing overhead lines with a minimum of 1m clearance from the nearest conductor or live point. Also to allow for the use of a crane truck with a bucket

or a cherry picker with whatever is needed to cut or trim the branches. Personnel to cut, move, upload and remove all branch trimmings to the Municipal Garden Refuse Site.

The unit will be: per hour (hour)

Bush clearing included the cutting of plants and trees at least 11 m wide.  
The removal of all trees, branches and plants that was removed during the clearing activity.

The unit will be: per meter (m)

## **22. REMOVE**

The rate for Removal must include for:

The removal of an old meter box, pole or stay and taken back to the stores filling up the hole, levelling and clearing all access material and rubble.

The unit will be: each

The removal of old mini-sub, returning back to the stores, brake down of old foundation up to ground level, filling up, levelling and clearing all access material and rubble.

The unit will be: each

## **23. SPECIAL RATES**

All activities in the Schedule of Prices under TASK include; the use of any equipment for the specific task and cannot use the Special Rates to accommodate tariffs.

The Special Rates is a rate only, and will only be used in exceptional cases with the approval of the Electrical Engineer of the Municipality.

The LDV rate will include drive time and driver.

The unit for LDV will be: per kilometre (km)

The unit will be: per hour (hour)

## **24. MATERIAL SUPPLIED BY CONTRACTOR**

Material can be purchased by the contractor with the necessary approval. When material is needed for a specific project and is "out of stock" or "not a stock item" the specific material can be purchased by the contractor. After installing the material, the contractor can submit the material's original tax invoice for the specific material, together with the labour invoice and claim 10% handling fee on the material's invoice.

## **25. COMPLIANCE WITH OHS**

Material can be purchased by the contractor with the necessary approval. When material is needed for a specific project and is "out of stock" or "not a stock item" the specific material can be purchased by the contractor. After installing the material, the contractor can submit the material's original tax invoice for the specific material, together with the labour invoice and claim 10% handling fee on the material's invoice.

## **SCOPE AND GENERAL SPECIFICATIONS**

A. GENERAL DESCRIPTION

The work to be carried out comprises of the following:

CONTRACT PERIOD

This contract for the four (4) successful contractors will be valid for 3 years and the rates must include escalation for the complete period.

1. Trenching, back filling and disposal of cable trenches (HV & LV) and joint pits,
2. Digging and planting of streetlight and overhead line poles.
3. Stringing of overhead lines.
4. Planting and commissioning of metering kiosks
5. Building foundations for mini-substations and ring main units.
6. Removing of old overhead conductors/transformers.
7. Joining and terminating HT/MV & LT cables.
8. Installing of HT/MV & LT Cables.
9. Repairing of paving and making road crossings
10. Installing of cable sleeves.
11. Upgrading LT & HT/MV reticulation.
12. Small reticulation.
13. House connections.(installing of ready boards)
14. Single phase connections.
15. Three phase connections
16. Medium Voltage switching on electrical network by authorised person.

B. DESCRIPTION OF SITE

The site is situated in the Gamagara Municipality jurisdiction area. Note that this include Kathu, Olifantshoek, Dingleton and Dibeng. No additional cost will be paid for travelling to any of these towns as your pricing will be considered to be inclusive

C. SAFETY

The successful SERVICE PROVIDERS will be responsible for the safety of his or her personnel and the public alike. The Council will not held responsible in any circumstances for the safety or safeguarding of the SERVICE PROVIDER in executing this contract.

The SERVICE PROVIDER will conduct a safety meeting with his personnel on a monthly basis and a copy of the minutes must be submitted to the City Electrical Engineer.

The SERVICE PROVIDER will in terms of regulation 9 of the Electrical Installation Regulations (OHS act, 85 of 1993) be an accredited person, registered and certified as an installation electrician three (3) phase tester, or master electrician. (Persons registered for single phase work only, will not be accepted)

The bidder must submit their safety file which must be approved before any commencement of any work

D. TRANSPORTATION

The SERVICE PROVIDER will supply his own transport. Under no circumstances will any of the Council's vehicles be available for use by the SERVICE PROVIDER.

All install rates must include time spend and transport cost for the collecting of material at the Council's stores. No additional transport cost will be paid, even if the material has to be picked up at Local electrical suppliers. Collection of material out of the Municipal Jurisdiction will be paid as a special rate.

E. EQUIPMENT

The SERVICE PROVIDER will supply his own equipment. Under no circumstances will any of the Council's equipment be available for use by the SERVICE PROVIDER. If the council's equipment is used the SERVICE PROVIDER contract will be cancelled. The successful contractors must at all times have available an 8 ton truck with a crane; a compressor; a cable car; a bucket / cherry picker; and a wacker. If the successful contractor does not have the above-mentioned equipment he will not be able to do all the work.

F. ACCESS AND AUTHORISATION

The Department Electrical Services will issue the SERVICE PROVIDER with the appropriate access keys. He will also be authorised by the same department to be a responsible person, after attending a course and passing the exams. Without this authorisation he will not be allowed to carry out work on the network.

Access to properties will be with caution and it will be left as found. Access to all buildings, HT and LT lines and substations must be coordinate with the Control Room to get a working permit.

G. SPECIFICATIONS AND GENERAL CONTRACT CONDITIONS

The work will be done according to the Gamagara Municipality's specifications and General Contract Conditions as determined by the Department Engineering Services.

H. SITE / OFFICE FACILITIES

No site facilities (camping, water, electricity, sanitation, etc.) are available to the SERVICE PROVIDER.

**The successful contractor MUST have an office, workshop and yard in the Gamagara Municipality jurisdiction to be able to carry out the work.** The office, workshop and yard must be functional, and will be inspected and approved before any work can commence (Conditional appointment).

I. "CV"

Service Provider must submit the following:

- A detailed "CV" of his company that will include comprehensive detail and working experience in the specific field of Electrical Engineering (Municipal Infrastructure).
- Skilled, Semi-skilled & Unskilled labourer, with MV qualifications (ORHVS).
- List of vehicles and equipment owned.

**The following documentation must be submitted with tender**

- Installation Electrician three (3) phase tester (Wiremen's Licence).
- Bargaining Council for the Electrical Contracting Industry
- Letter of good standing from the Compensation Commissioner
- Electrical Contracting Board (ECB/ECA) Registration
- CSD (Central Supply Database) Registration

## **GENERAL SPECIFICATIONS**

### A. BARRACATING:

Before any excavation can start the contractor must have of the barricading material in place. All trenches, pole holes, joining pits or any other digging or exposing of cables or services will not be left properly unbarricaded. The contractor will supply the barricading material for the barricading. The contractors need to maintain the barricading on a daily bases.

### B. COLLECTION OF MATERIAL

All install rates must include for the collecting the material at the Gamagara Municipality's Stores. No additional rate will be paid for collecting; including travelling or time spends at the stores.

### C. PROOF OF MATERIAL RETURN TO STORES

All old and redundant material e.g. Cable, poles, O/H copper and aluminium lines must be return to the stores.

A signed list with the description and quantities of material retuned must be handed in with the labour invoice.

### D. ROAD CROSSING'S

Road Sign Boards Requirements:

Must be new, clear and clean.

1. Road sign TR103 (Keep left arrow) 1200mm dia. On Stand
2. Road sign TW336 (Road workers ahead) 1200mm dia. On Stand
3. 10 x 750mm Plastic Cones (Clean and Ultimate Visibility)
4. The street should never be closed in full.

The e-mail request for a crossing 3 days in advance, and the repair or reinstatement the same day the crossing is finished.

### E. PAVING

River sand and small concrete patching for the levelling and filling, must be included in the repair of paving rate.

### F. EQUIPMENT



All rates must include using the appropriate equipment to complete or executing a certain job. E.g. To change a 250W Streetlight Globe on a 11.5m Pole you need to incorporate the cost, running and fixed cost for the use of the Crane truck or a bucket or even the use of a ladder and the vehicle to get the equipment to site.

G. NOTICE

The contractor will be responsible to print and distribute notices when the power need to be switch off for maintenance or planned work.

A copy of the notice must be delivered to the Electrical Control Room as well as the Control Room at the Traffic Department.

H. SUBMITTING OF INVOICES

Invoices can be submitted during the month but will only be processed two times a month. Payment will be done within 30 days.

I. HT WORK

No HT work will be done by any contractor until he submit a certificate of attending and successfully complete a jointing and termination course at one of the well-known cable suppliers.

Or:

A written testimonial with a contact name and number that can be used to verify proper HT/MV experiences in specific lead / paper HT cable jointing end termination experience. HT/MV work will be done with consultation and approval by Gamagara Municipality's Electrical Engineer.

J. PLANTING DEPTH OF POLES AND STAY'S

4.5m Post Top	- 1.0m
8.6m Pole	- 1.1m
11.5m Pole	- 1.5m

Stay's 2.4m long M16 and M20 will be planted with a 45° angel and only 300mm will be exposing above ground level after installation.

K. TERMINOLOGY

The contractor must familiarises himself with the terminology of Gamagara Municipality if he is not used to it. E.g. RMU - Ring Main Unit.

L. TOOLS

Random safety and basic tool inspections will be done on tools use by different teams in corporation with the Municipality's Safety officer.

E.g. Screwdrivers, Pliers, Side cutter, Stanley knife, saw, multi meter, megger etc.

M. CONCRETE WORK

Concrete for all applications, robot, RMU, metering and mini-sub foundations must be ready mix or of an approved 5:3:1 mix.

## **15. HEALTH AND SAFETY**

A Health & Safety Specification is to be developed that address all aspects of occupational health and safety, as affected by the proposed construction work in accordance with the provisions in the Construction Regulations.

The specification will provide the requirements that Contractors shall have to comply with in order to reduce the risks associated with the construction work to a level as low as reasonably practicable.

In terms of Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, the **GAMAGARA LOCAL MUNICIPALITY**, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tendered.

This specification has an objective to ensure that Contractors entering in to a Contract with the **GAMAGARA LOCAL MUNICIPALITY** achieve an acceptable level of Occupational Health & Safety performance. This document forms an integral part of the Contract and Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Contractor from complying with minimum legal requirements. All Contractors remain responsible for the health & safety of his employees, persons other than his employees in terms of Section 9 of the Occupational Health and Safety Act, No. 85 of 1993 and those of his Mandatory's

**DEFINITIONS: The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.**

### **“Purpose of the Act” –**

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

### **“Agent” –**

means any person who acts as a representative for a client;

### **“Client” –**

means any person for whom construction work is performed;

**“Construction Work”** is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

**“Contractor” –**

means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

**“Health and Safety File” –**

means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

**“Health and Safety Plan” –**

means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

**“Health and Safety Specification” –**

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

**“Method Statement” –**

means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**“Principal Contractor” –**

means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

**“Risk Assessment” –**

means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

## **15.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

### ***Risk Assessments***

Every Contractor shall appoint a competent person in writing to perform a Risk Assessment before the commencement of any Construction work. This Risk Assessment shall form part of the Occupational Health and Safety Plan and be implemented and maintained as contemplated in Construction regulation 5(1).

The Risk Assessment shall include at least the following:

- the identification of the risks and hazards to which persons may be exposed to
- the analysis and evaluation of the identified risks and hazards
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan, and
- a review plan

Based on the Risk Assessments, the Contractor must develop a set of site-specific Occupational Health & Safety rules that will be applied to regulate the Occupational Health & Safety aspects of the construction. The Risk Assessments, together with the site-specific Occupational Health & Safety rules shall be submitted to the Client before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure H, the Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments shall be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working Procedures (SWP) and the applicable Method Statements based on the Risk Assessments.

A risk Assessment shall be undertaken for all out-of-scope work. All contractors must include H&S costs in their Quoted price.

### **Review of Risk Assessments**

The Contractor is to review the Hazard Identification, Risk Assessments and Safe Work Procedure's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes [monthly]. The Contractor shall provide the Client, all other concerned-parties with copies of any changes, alterations or amendments brought about by the above.

### **(a) Construction Regulations, 2014**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette. (A copy of the Construction Regulations is included as an Annexure in this Volume). Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014, which are bound in the Contract document/will be issued separately by the Employer.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is/Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

## **15.2     PROTECTION OF THE PUBLIC**

The Contractor is responsible for ensuring that non-employees affected by the construction work, like visitors, the surrounding community and passers-by, are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise these dangers. Appropriate signage must be posted to this effect and all employees on site shall be instructed to ensure that non-employees are protected at all times. All nonemployees entering the site must receive induction into the hazards and risks and the control measures.

## **15.3     BARRICADES AND LIGHTING**

The Contractor is responsible for the provision of all fences, signs, barricades and lighting necessary for the protection of all persons, plant, vehicles, equipment or facilities, as required by the specification and requirements of the Occupational Health and Safety Act, 1993 and its regulations, as amended.

The Contractor is responsible for the maintenance, repair or replacement for whatever reason of fences, signs and barricades used for the Works. This includes for the provision of security guards for the safeguarding of the items provided should this be necessary.

## **15.4     TRAFFIC CONTROL ON ROADS**

The Contractor shall be responsible for the safe and easy passage of public traffic past or over sections of streets of which he has occupation.

In addition to complying with the requirements of Subclause 5.1.1 of SANS 1200 D, the Contractor shall provide, erect, and maintain all warning and regulatory signs and barricades that may be necessary to ensure the safe and easy passage of public traffic past around or over sections of roads of which he has occupation.

## **15.5     MEASURES AGAINST DISEASE AND EPIDEMICS**

The Contractor shall ensure that all sanitary requirements are in place

**Health & Safety File will be submitted to the Gamagara Municipality Safety Officer/Consultant before any work can commence. Letter of approval must be given by Safety Officer for the Safety file submitted.**

## **GAMAGARA LOCAL MUNICIPALITY**

CONTRACT NO: **GM2023/69**

### **APPOINTMENT OF FOUR (4) ANNUAL CONTRACTORS TO DO ELECTRICAL MAINTENANCE / WORKS IN GAMAGARA AREA FOR A PERIOD OF THREE (3) YEARS**

#### **PART C4 SITE INFORMATION**

##### **1 NATURE OF GROUND AND SUBSOIL CONDITIONS**

Tenderers shall be deemed to have inspected and examined the Sites and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender as to the

- a) the form and nature of the site and its surroundings, including subsurface conditions,
- b) the hydrological and climate conditions,
- c) the extent and nature of the work and materials necessary for the execution and completion of the Works,
- d) the means of access to the Sites and the accommodation he may require.

For the purposes of the Contract it will be deemed that, prior to submitting his Bid, the Contractor acquainted himself fully with the information and data provided within the geotechnical report made available for inspection by bidders during the bidding period and, subject to the provisions of the Conditions of Contract, the Contractor shall have no claim against the Employer in respect of geotechnical or subsurface conditions encountered during the course of the Contract.

## **HEALTH AND SAFETY REQUIREMENTS**

**Contractors must ensure that they comply accordingly with items applicable to the tender.**

ITEM No		DESCRIPTION				
<b>OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND THE CONSTRUCTION REGULATION, 2014 (refer Section C3.6: H&amp;S Requirements and Procedures)</b>						
1.1		Prepare and compile H&S plan as per site specification Health and safety Specifications (Section C3, Scope of Work), OHS Act & Regulations				
1.2		Allow for the preparation and compilation of the site specific health and safety file, and a health and safety working file				
1.3		Changes and amendments as may be required for ongoing maintenance of health and safety file, and working file				
<b>2. PART B-OHS ACT COMPLIANCE-IMPLEMENTATION OF THE HEALTH AND SAFETY</b>						
<b>Personal Protective Clothing &amp; Equipment</b>						
2.1		Foot protection (steel toe cap, gum boots, etc)				
2.2		Clothing (Overalls Depicting Contractors Company name/identification)				
2.3		Glove (leather, PVC, Acid Resistant, etc)				
2.4		Head Protection: Hardhats, Colour Coded – Supervisory (Red) Labour (Green) First Aid (Blue) Sun Shields Etc)				
2.5		Ear protection (earplugs, earmuffs, etc)				
2.6		Eye Protection (Face Shield, Goggles, Spectacles, etc)				
2.7		Air (Dust Masks, etc)				
2.8		Visibility (luminous high visibility safety vests/ jackets/ bibs/ head gear, etc)				
<b>Fall Risk/ Fall Protection/ Working at Heights This only required when work is 2m or more in height</b>						
2.9		Harness(double lanyard, retractable, reach, etc)				

2.10		Fall Protection and Recovery Plan (and recovery gear)				
2.11		Portable ladders ( )A-frame, extendable, length, material, etc				
<b>Barricading/ Hoarding (Supply, Install &amp; Removal)</b>						
2.12		Construction perimeter (fence, shade netting, corrugated iron, shutter board, Hard Barricade etc)				
2.13	<b>Trench and manhole excavations</b>					
2.14		Roads and roads reserves – Pre-warning (danger tape, orange “shark” netting, cones, delineators, temporary road signs, etc)				
<b>Health And Safety Control and Training</b>						
2.15		Provide full time competent construction health and safety officer on site to assist in the control of all health and safety aspects on site (CR8(5))				
2.16		Induction training (employees, visitors, sub-contractors, local residence/ home owners)				
<b>Medical Examination</b>						
2.17		Medical treatments				
		Entry Medical Examination				
		Periodical (if contract more than 12 months) Medical Examination				
		Exit Medical Examination				
<b>Signage, Information Display, Awareness</b>						
2.18		Construction (firefighting. General information, prohibitory, mandatory, warning, hazchem, photo luminescent, etc)				
2.19		Roads (temporary, traffic control, associated with construction work within the road reserve, etc)				
2.20		Health and Safety information display board in site office (emergency evacuation flow diagram, emergency contact				



		numbers, electrical, general, etc)				
<b>Construction Vehicle, Mobile Plant and Roads</b>						
2.21		Equipment (stop blocs, traffic flags)				
2.22		Rotating/ strobe lights for construction vehicle and mobile plant.				
2.23		Facilities (wash bay, fuel bay, service bay)				
<b>Fire Fighting and Emergencies</b>						
2.24		Fire fighting equipment (fire extinguishers – dry powder, for all construction vehicle, site vehicle, site office and onsite)				
2.25		Alarm signaling device (hooter/ blow horn/ siren/ bell/ whistle etc)				
<b>Emergencies</b>						
		First aid treatment box (and refills, stretcher, medical waste drop box, etc)				
		Substance abuse testing (breathalyser, etc)				
<b>Facilities</b>						
2.26		Ablution (chemical/ mobile)				
2.27		Change house and lockers				
2.28		Shelter eating facility (tables, chairs, potable water)				
2.29		Site office/ space for Health& Safety personnel (table, chair)				
2.30		Security/ access control point (gate, gate keeper, guard house, etc)				
2.31		HCS storage facilities (bund walls, cage, etc)				
<b>3. HIV AIDS AWARENESS</b>						
3.1		Compliance with the requirements of the HIV AND AIDS specification				